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RECEIVED
Of Counsel
H. LaDon Baltimore
2004 DEC -3 PM 12:10
T.R.A. DOCKET ROOM

December 3, 2004

Honorable Pat Miller, Chairman
Tennessee Regulatory Authority
ATTN: Sharla Dillon, Dockets
460 James Robertson Parkway
Nashville, TN 37243-5015

RE: Joint Petition for Arbitration of an Interconnection Agreement with BellSouth
Telecommunications, Inc Pursuant to Section 252(b) of the Communications Act
of 1934, as Amended; Tennessee Regulatory Authority Docket No. 04-00046

Dear Chairman Miller:

On behalf of Joint Petitioners, NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC III, LLC, and Xspedius Communications, LLC on behalf of its operating subsidiaries, Xspedius Management Company, and Switched Services, LLC, and per the oral order of Pre-Arbitration Officer Jean A. Stone at the Pre-Hearing Conference held in the above-referenced matter on November 19, 2004, the attached written discovery requests previously propounded on BellSouth in the states of Alabama and North Carolina are being filed in the above-captioned proceeding. Joint Petitioners and BellSouth have agreed to use the responses to these discovery requests in all states and to supplement their responses as though the requests were propounded in Tennessee and all other states in the BellSouth region. Please note that the discovery requests filed herewith include items relating to issues that have since been resolved; Joint Petitioners do not seek responses to such items. Should any unanticipated disputes arise, Joint Petitioners will seek the Authority's resolution of such disputes via the process and schedule established by Pre-Hearing Officer Stone at the November 19, 2004 Pre-Hearing Conference.

Sincerely,



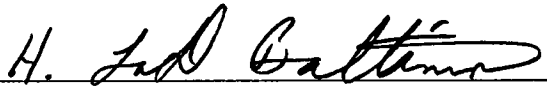
H. LaDon Baltimore

LDB/dcg
Enclosures
cc Guy Hicks, Esq.
John Heitmann, Esq.

Certificate of Service

The undersigned hereby certifies that on this the 3rd day of December, 2004. a true and correct copy of the foregoing has been forwarded via U. S. Mail, overnight delivery, hand delivery, facsimile transmission, or electronic transmission to the following.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc
333 Commerce Street, Suite 2101
Nashville, TN 37201



H. LaDon Baltimore

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

In the Matter of)	
)	
Joint Petition for Arbitration of)	
)	
NEWSOUTH COMMUNICATIONS CORP.,)	
NUVOX COMMUNICATIONS, INC.)	
KMC TELECOM V, INC., KMC TELECOM)	
III LLC, and XSPEDIUS COMMUNICATIONS,)	
LLC on Behalf of its Operating)	Docket No. 04-00046
Subsidiaries XSPEDIUS MANAGEMENT CO.)	
SWITCHED SERVICES, LLC and Xspedius)	
Management Co. of)	
CHATTANOOGA, LLC)	
)	
Of an Interconnection Agreement with)	
BellSouth Telecommunications, Inc.)	
Pursuant to Section 252(b) of the)	
Communications Act of 1934, as)	
Amended)	

DISCOVERY REQUESTS OF JOINT PETITIONERS

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
Docket No. 01-00046**

Tab 1	Alabama Joint Petitioners' First Set of Interrogatories Directed to BellSouth
Tab 2	Alabama Joint Petitioners' First Set of Request for Production Directed to BellSouth
Tab 3	North Carolina Joint Petitioners' First Set of Interrogatories Directed to BellSouth
Tab 4	North Carolina Joint Petitioners' First set of Request for Production Directed to BellSouth
Tab 5	North Carolina Errata regarding Joint Petitioners' First set of Interrogatories and First Request for Production



BALCH & BINGHAM LLP

Alabama • Mississippi • Washington, DC

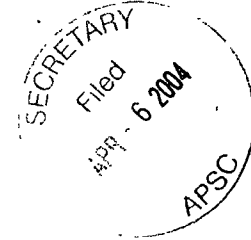
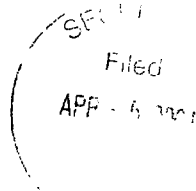
Robin G. Laurie
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rlaurie@balch.com

April 6, 2004

BY HAND DELIVERY

Mr. Walter Thomas
Secretary
Alabama Public Service Commission
RSA Union Building
8th Floor
100 N. Union Street
Montgomery, Alabama 36104



Re: Joint Petition for Arbitration of NewSouth Communications Corp., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on Behalf of its Operating Subsidiaries, Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Birmingham, LLC, Xspedius Management Co. of Mobile, LLC and Xspedius Management Co. of Montgomery, LLC; Docket No. 29242

Dear Mr. Thomas:

Enclosed for filing are the original and ten copies of the Testimony of Joint Petitioners with attachment, Joint Petitioners' First Set of Requests for Production Directed to BellSouth Telecommunications, Inc., and Joint Petitioners' First Set of Interrogatories Directed to BellSouth Telecommunications, Inc., in the above-referenced matter.

Very truly yours,

Robin G. Laurie

RGL:dpe
Enclosures

cc: Counsel of Record
Terry L. Butts, Esquire

**BEFORE THE
ALABAMA PUBLIC SERVICE COMMISSION**

In the Matter of)	
)	
Joint Petition for Arbitration of)	Docket No. 29242
NEWSOUTH COMMUNICATIONS CORP.,)	
KMC TELECOM V, INC., KMC TELECOM)	
III LLC, and XSPEDIUS COMMUNICATIONS,)	
LLC on Behalf of its Operating Subsidiaries,)	
XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES,)	
LLC, XSPEDIUS MANAGEMENT CO. OF BIRMINGHAM,)	
LLC, XSPEDIUS MANAGEMENT CO. OF MOBILE, LLC,)	
and XSPEDIUS MANAGEMENT CO. OF MONTGOMERY,)	
LLC)	

**JOINT PETITIONERS'
FIRST SET OF INTERROGATORIES DIRECTED TO
BELLSOUTH TELECOMMUNICATIONS, INC.**

NewSouth Communications Corp., KMC Telecom V, Inc. and KMC III LLC, and Xspedius Communications, LLC, on behalf of itself and its operating subsidiaries in Alabama, (collectively, "Joint Petitioners"), through their undersigned counsel, hereby requests that **BellSouth Telecommunications, Inc. ("BellSouth")** respond to the following Interrogatories in the manner and within the timeframe prescribed by the Alabama Public Service Commission.

STATEMENT OF NECESSITY

The following Interrogatories seek discovery that is necessary for Joint Petitioners to present their case thoroughly and effectively to the Commission. Much of the relevant information regarding the issues to be resolved lies within BellSouth's possession. Such information must be provided to Joint Petitioners in order for them to have a fair opportunity to fully address the issues that the Commission must resolve.

DEFINITIONS

For the purposes of these interrogatories, the following definitions shall apply:

1. "Documents" is used in the broadest sense and includes all tangible things that record or contain information, and that are in BellSouth's possession, custody or control, regardless of who prepared, signed or retained them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of "documents" include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, written correspondence, electronic or e-mail correspondence (including attachments), faxes, manuals, technical writings, message logs, call logs, meeting minutes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

2. "Identify" means (1) when used with reference to a natural person, give the person's full name, business or residence address, business or residence telephone numbers, occupation and employer, and title; (2) when used with reference to an entity, give the entity's full name, principal place of business, address and telephone number; (3) when used with reference to a document, give the document's date, title, author, recipient, type (*e g.*, letter, memorandum, note, etc.), name of the custodian of the document, the portion of the document responsive to the discovery item, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. For any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the

communication was through the use of a document, identify the document through which the communication was made.

3. "You" and "your" refer to BellSouth.

4. "BellSouth" refers to BellSouth Telecommunications, Inc., and all divisions, subsidiaries, parent(s), and affiliates thereof.

5. "CLEC" means Competitive Local Exchange Carrier.

6. "Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

7. "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that which would not otherwise be brought within their scope.

8. "Petition" refers to the petition for arbitration under Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), filed by KMC Telecom V, Inc., NewSouth Communications Corp., and Xspedius Communications, LLC on February 11, 2004.

9. "BellSouth Guides" refers to BellSouth documents and publications referenced in the General Terms and Conditions and Attachments of the Agreement.

10. "Agreement" means the Interconnection Agreement being arbitrated in this proceeding.

11. "ICA" means "Interconnection Agreement," except the Agreement previously defined.

12. "Commission" refers to the Alabama Public Service Commission.

13. "FCC" refers to the Federal Communications Commission.

14. "CLEC" means a "competitive local exchange carrier."
15. "ILEC" means an "incumbent local exchange carrier" as defined in Section 252(h) of the Communications Act.
16. "LEC" means a "local exchange carrier," including but not limited to CLECs and ILECs.
17. "IXC" means an "interexchange carrier."
18. "Parties" means BellSouth and the Joint Petitioners, KMC Telecom V, Inc., NewSouth Communications Corp., and Xspedius Communications, LLC.
19. "The Present" means the period ending the date you received these Interrogatories.
20. "1996 Act" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. § 151 *et seq.* (West 2001).
21. "TELRIC" means total element long run incremental cost, set forth in FCC Rules 47 C.F.R. §§ 51.501-51.515.
22. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part, USTA v FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).
23. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

1. The following Interrogatories should be answered separately, fully, to the best of BellSouth's ability, and must be served on or before May 7, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
jheitmann@kelleydrye.com
sjoyce@kelleydrye.com
hhendrickson@kelleydrye.com

Robin Laurie
Balch & Bingham LLP
2 Dexter Avenue
P.O. Box 78
Montgomery, AL 36104
Telephone: 334-834-6500
rlaurie@balch.com

2. Each of the following Interrogatories is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Interrogatories, BellSouth shall amend and/or supplement its answers to such Interrogatories promptly, and sufficiently in advance of any hearing on this matter before the Commission.

3. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Interrogatories according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these Interrogatories are not included. Issues for which no Interrogatories are propounded are not listed.

4. Provide the names, addresses and positions of each person responsible for preparing each of the answers to the Interrogatories.

5. Please label each response clearly as to the Interrogatory to which it responds.

6. If you maintain that any document or record which refers to or relates to anything about which these Interrogatories ask or that would be responsive to any of the Interrogatories has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

7. If you cannot answer an Interrogatory in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an Interrogatory, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of an Interrogatory, answer all parts of the Interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

8. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

9. If any information is withheld under a claim of privilege, please create and produce, contemporaneous with your responses, a privilege log that identifies the relevant Interrogatory, describes the information without revealing the asserted privileged information, and provide a statement of the basis upon which the claim of privilege is based.

10. When the information requested by an Interrogatory varies over time, state the response for each period from time as to which the response differs, and identify the time periods.

11. Unless otherwise indicated the relevant period of each Interrogatory is the period beginning February 8, 1996 to the present.

12. All Issue Statements, as stated by Petitioners, have been provided for definitional purposes only. All terms appearing in Interrogatories must be construed in accordance with their use within the respective Issue Statements and corresponding Position Statements as provided by the parties in their Issues Matrix submissions. No BellSouth response will be deemed by Joint Petitioners as a concession as to the appropriateness of Joint Petitioners' Issue Statement language.

13. Unless otherwise indicated, the information sought in these Interrogatories relates to BellSouth's operations in Alabama.

INTERROGATORIES

GENERAL TERMS AND CONDITIONS

Issue No. G-2: How should "End User" be defined?

Interrogatory G-2-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth defines, discusses or agrees to the definition of the term "End User." If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-3: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

Interrogatory G-3-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory G-3-2: Please state all circumstances of which you are aware in which BellSouth incurred unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

RESPONSE:

Issue No. G-4: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

Interrogatory G-4-1: Identify all documents, including but not limited to memoranda, legal pleadings, policy statements, tariffs, policy manuals and training materials, and agreements that are not ICAs in which BellSouth discusses, explains, adopts or refers to a policy regarding limitation of liability in circumstances other than gross negligence or willful misconduct. If an identified document is an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

Interrogatory G-4-2: Please state whether any BellSouth ICA includes limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-5: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

Interrogatory G-5-1: Identify all documents, including but not limited to memoranda, legal pleadings, policy statements, tariffs, policy manuals, training materials, and agreements that are not interconnection agreements in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts. If an identified document is an agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory G-5-2: Please state whether any BellSouth ICA does not require the contracting CLEC to include liability-limiting terms in its tariffs and End User contracts and does not that CLEC to indemnify BellSouth for End User claims. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-7: What should the indemnification obligations of the parties be under this Agreement?

Interrogatory G-7-1: Identify all documents, including but not limited to memoranda, legal pleadings, policy statements, tariffs, policy manuals, training materials, and agreements that are not interconnection agreements in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth indemnification obligations under an Interconnection Agreement.

RESPONSE:

Interrogatory G-7-2: Please state whether any BellSouth ICA contains indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-8: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

Interrogatory G-8-1: Identify all documents, including but not limited to memoranda, legal pleadings, policy statements, tariffs, policy manuals, training materials, and agreements that are not ICAs in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service marks, logo and/or trademarks. If an identified document is an agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

Interrogatory G-8-2: Please state whether any BellSouth ICA contains language restricting BellSouth's use of the contracting CLEC's name, service marks, logo and/or trademarks. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-9: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

Interrogatory G-9-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory G-9-2: Please identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

Issue No. G-12: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?

Interrogatory G-12-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

NETWORK ELEMENTS (ATTACHMENT 2)

Issue No. 2-4(B): In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

Interrogatory 2-4(B)-1: Identify all documents, including but not limited to memoranda, legal pleadings, policy statements, policy manuals, tariffs, training materials, and agreements that are not ICAs in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-4(B)-2: Please identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-5(C): What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

Interrogatory 2-5(C)-1: Please identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such

method, procedure and function, in converting a circuit that does not require re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Interrogatory 2-5(C)-2: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Interrogatory 2-5(C)-3: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Interrogatory 2-5(C)-4: Please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-7: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

Interrogatory 2-7-1: Please identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

RESPONSE:

Interrogatory 2-7-2: For those Routine Network Modifications set forth in response to Interrogatory 2-7-1, please identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-10: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

Interrogatory 2-10-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-10-2: Please explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

RESPONSE:

Issue No. 2-12: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?

Interrogatory 2-12-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-12-2: Please state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and/or name applied to such facilities.

RESPONSE:

Issue No. 2-13: Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?

Interrogatory 2-13-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-15: Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

Interrogatory 2-15-1: Please state the proportion (as a percentage) of BellSouth loops that are Fiber-to-the Home Loops.

RESPONSE:

Interrogatory 2-15-2: Please state the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between February 8, 1996 and October 2, 2003.

RESPONSE:

Interrogatory 2-15-3: Please state the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between October 2, 2003 and the Present.

RESPONSE:

Issue No. 2-18(B): What should BellSouth's obligations be with respect to line conditioning?

Interrogatory 2-18(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R. 51.319(a)(1)(iii). If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-19: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

Interrogatory No. 2-19-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-20: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

Interrogatory 2-20-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-20-2: Please identify and state the amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.*, a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-21(A): Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?

Interrogatory 2-21(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and

training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-22: Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

Interrogatory 2-22-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-23(C): Should the obligation to provide access to UNTW be limited to existing UNTW?

Interrogatory 2-23(C)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in

which BellSouth discusses, explains, adopts or refers to a policy for installing new UNTW or network terminating wire for itself.

RESPONSE:

Issue No. 2-23(D): Should CLECs have to agree to language that requires them to “ensure” that a customer that has asked to switch service to CLEC is already no longer using another carrier’s service on that pair — or — will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?

Interrogatory 2-23(D)-1: Please identify the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.

RESPONSE:

Issue No. 2-24: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

Interrogatory 2-24-1: Please identify BellSouth’s policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

RESPONSE:

Issue No. 2-25: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

Interrogatory 2-25-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop

controlled by another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-25-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-28(A): In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?

Interrogatory 2-28(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth. If an identified document is an ICA or

an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-28(B): Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?

Interrogatory 2-28(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-31: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?

Interrogatory 2-31-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high

capacity EEL and the time period in which it will do so. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-33(A): How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

Interrogatory 2-33(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-37: What terms should govern CLEC access to test and splice Dark Fiber Transport?

Interrogatory 2-37-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing. If an identified document is an ICA or an

agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-37-2: Please identify BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

RESPONSE:

Issue No. 2-38: Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

Interrogatory 2-38-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-39: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

Interrogatory 2-39-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-39-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-39-3: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on

calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-40: Should LIDB charges be subject to application of jurisdictional factors?

Interrogatory 2-40-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-41: What terms should govern BellSouth's obligation to provide access to OSS?

Interrogatory 2-41-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the

agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 2-41-2: Identify any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

RESPONSE:

Interrogatory 2-41-3: Identify and describe every type of information about a loop that BellSouth can obtain for itself.

RESPONSE:

INTERCONNECTION (ATTACHMENT 3)

Issue No. 3-1: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

Interrogatory 3-1-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-2(A): What is the definition of a global outage?

Interrogatory 3-2(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage." If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-2(B): Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

Interrogatory 3-2(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-2(B)-3: Please identify and explain the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

RESPONSE:

Issue No. 3-2(C)(1): What target interval should apply for the delivery of such reports?

Interrogatory 3-2(C)(1)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a trunk group outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the

agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-2(C)(2): What target interval should apply for reports related to global outages?

Interrogatory 3-2(C)(2)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a global outage. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-3: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

Interrogatory 3-3-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of

the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-4: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

Interrogatory 3-4-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-5: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

Interrogatory 3-5-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the

agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-6: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

Interrogatory 3-6-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-6-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination

date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-6-3: Please identify each distinct TIC rate charged by BellSouth to interconnecting carriers.

RESPONSE:

Interrogatory 3-6-4: Please identify the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover.

RESPONSE:

Interrogatory 3-6-5: Please identify the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement, that is attributable to unduplicated cost recovery and that which represents profit.

RESPONSE:

Issue No. 3-7: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

Interrogatory 3-7-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement;

(b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-7-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the information that a CLEC must provide in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-7-3: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-10(A): Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

Interrogatory 3-10(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the an agreement that is not an ICA; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-10(B): What should those rates be?

Interrogatory 3-10(B)-1: Please identify and state the amount of all costs that BellSouth incurs in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 3-11: Should Section 251(c)(2) interconnection (i.e., interconnection at TELRIC rates) be limited to the percentage of facilities used for "local" traffic?

Interrogatory 3-11-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether cost-based interconnection is or should be limited to the percentage of facilities used for

local traffic. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-11-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether facilities used for toll traffic are offered or should be offered at TELRIC rates. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-12: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

Interrogatory 3-12-1: Please identify any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

RESPONSE:

Issue No. 3-13: Should the costs of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

Interrogatory 3-13-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 3-13-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

COLLOCATION – ATTACHMENT 4

Issue No. 4-1: What definition of “Cross Connect” should be included in the Agreement?

Interrogatory 4-1-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth defines, discusses, or agrees to the definition of, the term “Cross Connect.” If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-1-2: Please identify facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered “Cross Connects,” under BellSouth’s proposed definition, and state the rate applicable to each such facility.

RESPONSE:

Issue No. 4-2: With respect to interference and impairment issues raised outside of the scope of FCC Rule 51.233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?

Interrogatory 4-2-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233. If an identified

document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-3: Where grandfathering is appropriate, which rates should apply?

Interrogatory 4-3-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-5: Should CLEC be required to pay space preparation fees and charges with respect to collocations when it already has paid space preparation charges through ICB or NRC pricing?

Interrogatory No. 4-5-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy that CLECs must pay monthly recurring space preparation or floor space fees and charges, or any portion thereof, regardless of whether the CLEC paid charges through ICB or NRC pricing. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the

name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-6: What rates should apply for BellSouth-supplied DC power?

Interrogatory 4-6-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-6-2: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-7: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

Interrogatory 4-7-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-7-2: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-8(A): Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

Interrogatory 4-8(A)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-8(B): If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

Interrogatory 4-8(B)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-8(B)-2: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring are

or should be applied to CLECs for power under power usage metering arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-8(B)-3: Please provide all information about the manner in which BellSouth apportions the costs of provisioning DC power into the category of recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 4-9: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?

Interrogatory 4-9-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-10(A): Should BellSouth have the right to request the removal from BellSouth's premises of a CLEC employee where the CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carriers in a significant and material way?

Interrogatory 4-10(A)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it may remove, cause to be removed, or bar a CLEC employee from its premises. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-10(A)-2: Please identify and describe (including the date, location and precipitating event) all instances in which BellSouth has removed, caused to be removed, or barred a CLEC employee from its premises, and state the length of time for which this decision was enforced. The name of the CLEC or its employee may be omitted from your response.

RESPONSE:

Interrogatory 4-10(A)-3: Please identify and explain all circumstances under which, or reasons that, BellSouth will bar an employee of its own from working in areas of a serving wire center where CLEC equipment is housed.

RESPONSE:

Interrogatory 4-10(A)-4: Please identify and explain all circumstances under which, or reasons that, BellSouth will remove or bar an employee of its own from working its premises.

RESPONSE:

**PREORDERING, ORDERING, PROVISIONING AND MAINTENANCE –
ATTACHMENT 6**

Issue No. 6-1: Should payment history be included in the CSR?

Interrogatory 6-1-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 6-3(A): What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

Interrogatory 6-3(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 6-4: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

Interrogatory 6-4-1: Please identify all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

RESPONSE:

Interrogatory 6-4-2: Please identify all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

RESPONSE:

Issue No. 6-5: What rate should apply for Service Date Advancement (a/k/a service expedites)?

Interrogatory 6-5-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-5-2: Please identify and state the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or "service expedite"). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 6-8: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

Interrogatory 6-8-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-8-2: Please identify and explain all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

RESPONSE:

Issue No. 6-9: Should charges for substantially similar OSS functions performed by the parties be reciprocal?

Interrogatory 6-9-1: Identify and explain all orders and requests (e.g., requests for Customer Service Records and requests to switch over or "port" a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.

RESPONSE:

Issue No. 6-10(A): Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

Interrogatory 6-10(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-10(A)-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-10(A)-3: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 6-11(A): Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

Interrogatory 6-11(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-11(A)-2: Please identify and describe all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the

charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

RESPONSE:

Interrogatory 6-11(A)-3: Please identify and summarize (including the date, location, precipitating event, and any resolution or disposition) all instances in which BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.

RESPONSE:

Issue 6-11(B): If so, what rates should apply?

Interrogatory 6-11(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue 6-11(C): What should be the interval for such mass migrations of services?

Interrogatory 6-11(C)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and

training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

BILLING – ATTACHMENT 7

Issue No. 7-1: Should there be a time limit on the parties' ability to engage in backbilling?

Interrogatory 7-1-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 7-2(A): What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

Interrogatory 7-2(A)-1 Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-2(A)-2: Please identify and state the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 7-2(B): What intervals should apply to such changes?

Interrogatory 7-2(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-2(B)-2: Please identify the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE:

Issue No. 7-3: When should payment of charges for service be due?

Interrogatory 7-3-1: Please explain and describe the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

RESPONSE:

Interrogatory 7-3-2: Please identify and summarize the what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

RESPONSE:

Issue No. 7-4(A): What interest rate should apply for late payments?

Interrogatory 7-4(A)-1: Please identify the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement. If the interest rate varies with respect to various facilities, UNEs or services, please identify the late payment interest rate applicable to each facility, UNE or service for which BellSouth will impose charges under the Agreement.

RESPONSE:

Issue No. 7-4(B): What fee should be assessed for returned checks?

Interrogatory 7-4(B)-1: Please identify, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

RESPONSE:

Issue No. 7-7: How many months of billing should be used to determine the maximum amount of the deposit?

Interrogatory 7-7-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-7-2: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 7-8: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

Interrogatory 7-8-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-8-2: Please state the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs. Include an explanation of assumptions used and the manner in which the figures presented were derived.

RESPONSE:

Issue No. 7-11: Under what conditions may BellSouth seek additional security deposit from CLEC?

Interrogatory 7-11-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-11-2: Please identify and explain the “material change in circumstances” to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

RESPONSE:

BFR/NBR – ATTACHMENT 11

Issue 11-1(A): Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

Interrogatory 11-1(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

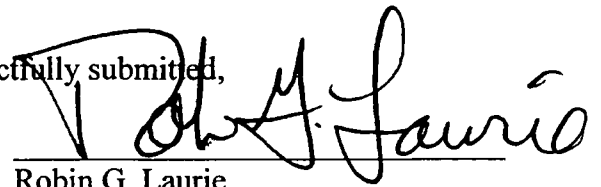
Issue 11-1(B): If so, how should these costs be recovered?

Interrogatory 11-1(B)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, policy statements, tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Respectfully submitted,

By:



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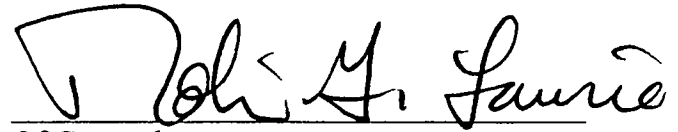
Dated: April 6, 2004

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by U.S.

Mail, properly addressed and postage prepaid, on this the 6th day of April, 2004:

Francis B. Semmes, Esq.
BellSouth
3196 Highway 280 South
Room 304N
Birmingham, Alabama 35243



Of Counsel



BALCH & BINGHAM LLP

Alabama • Mississippi • Washington, DC

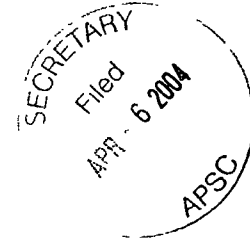
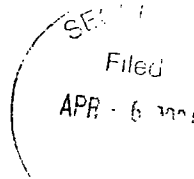
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April 6, 2004

BY HAND DELIVERY

Mr. Walter Thomas
Secretary
Alabama Public Service Commission
RSA Union Building
8th Floor
100 N. Union Street
Montgomery, Alabama 36104



Re: Joint Petition for Arbitration of NewSouth Communications Corp., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on Behalf of its Operating Subsidiaries, Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. of Birmingham, LLC, Xspedius Management Co. of Mobile, LLC and Xspedius Management Co. of Montgomery, LLC; Docket No. 29242

Dear Mr. Thomas:

Enclosed for filing are the original and ten copies of the Testimony of Joint Petitioners with attachment, Joint Petitioners' First Set of Requests for Production Directed to BellSouth Telecommunications, Inc., and Joint Petitioners' First Set of Interrogatories Directed to BellSouth Telecommunications, Inc., in the above-referenced matter.

Very truly yours,

Robin G. Laurie

RGL:dpe
Enclosures

cc: Counsel of Record
Terry L. Butts, Esquire

**BEFORE THE
ALABAMA PUBLIC SERVICE COMMISSION**

In the Matter of)	
)	
Joint Petition for Arbitration of)	Docket No. 29242
NEWSOUTH COMMUNICATIONS CORP.,)	
KMC TELECOM V, INC., KMC TELECOM)	
III LLC, and XSPEDIUS COMMUNICATIONS,)	
LLC on Behalf of its Operating Subsidiaries,)	
XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES,)	
LLC, XSPEDIUS MANAGEMENT CO. OF BIRMINGHAM,)	
LLC, XSPEDIUS MANAGEMENT CO. OF MOBILE, LLC,)	
and XSPEDIUS MANAGEMENT CO. OF MONTGOMERY,)	
LLC)	

**JOINT PETITIONERS'
FIRST SET OF REQUESTS FOR PRODUCTION DIRECTED TO
BELLSOUTH TELECOMMUNICATIONS, INC.**

NewSouth Communications Corp., KMC Telecom V, Inc. and KMC III LLC, and Xspedius Communications, LLC, on behalf of itself and its operating subsidiaries in Alabama, (collectively, "Joint Petitioners"), through their undersigned counsel, hereby requests that BellSouth Telecommunications, Inc. ("BellSouth") respond to the following Requests for Production ("Requests") in the manner and within the timeframe prescribed by the Alabama Public Service Commission.

STATEMENT OF NECESSITY

The following Requests seek discovery that is necessary for Joint Petitioners to present their case thoroughly and effectively to the Commission. Much of the relevant information regarding the issues to be resolved lies within BellSouth's possession. Such information must be provided to Joint Petitioners in order for them to have a fair opportunity to fully address the issues that the Commission must resolve.

DEFINITIONS

For the purposes of these Requests, the following definitions shall apply:

1. “Documents” is used in the broadest sense and includes all tangible things that record or contain information, and that are in BellSouth’s possession, custody or control, regardless of who prepared, signed or retained them. “Documents” includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of “documents” include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, written correspondence, electronic or e-mail correspondence (including attachments), faxes, invoices, manuals, technical writings, message logs, call logs, meeting minutes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

2. “Identify” means (1) when used with reference to a natural person, give the person’s full name, business or residence address, business or residence telephone numbers, occupation and employer, and title; (2) when used with reference to an entity, give the entity’s full name, principal place of business, address and telephone number; (3) when used with reference to a document, give the document’s date, title, author, recipient, type (*e.g.*, letter, memorandum, note, etc.), name of the custodian of the document, the portion of the document responsive to the discovery item, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. For any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the

communication was through the use of a document, identify the document through which the communication was made.

3. "You" and "your" refer to BellSouth.
4. "BellSouth" refers to BellSouth Telecommunications, Inc., and all divisions, subsidiaries, parent(s), and affiliates thereof.
5. "CLEC" means Competitive Local Exchange Carrier.
6. "Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.
7. "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that which would not otherwise be brought within their scope.
8. "Petition" refers to the petition for arbitration under Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), filed by KMC Telecom V, Inc., KMC III LLC, NewSouth Communications Corp., and Xspedius Communications, LLC on February 11, 2004.
9. "BellSouth Guides" refers to BellSouth documents and publications referenced in the General Terms and Conditions and Attachments of the Agreement.
10. "Agreement" means the Interconnection Agreement being arbitrated in this proceeding.
11. "ICA" means "Interconnection Agreement," except the Agreement previously defined.
12. "Commission" refers to the Alabama Public Service Commission.
13. "FCC" refers to the Federal Communications Commission.

14. "CLEC" means a "competitive local exchange carrier."
15. "ILEC" means an "incumbent local exchange carrier" as defined in Section 252(h) of the Communications Act.
16. "LEC" means a "local exchange carrier," including but not limited to CLECs and ILECs.
17. "IXC" means an "interexchange carrier."
18. "Parties" means BellSouth and the Joint Petitioners, KMC Telecom V, Inc., KMC III LLC, NewSouth Communications Corp., and Xspedius Communications, LLC.
19. "The Present" means the period ending the date you received these Interrogatories.
20. "1996 Act" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. § 151 *et seq.* (West 2001).
21. "TELRIC" means total element long run incremental cost, set forth in FCC Rules 47 C.F.R. §§ 51.501-51.515.
22. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part, USTA v. FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).
23. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

1. The following Requests should be answered separately, fully, to the best of BellSouth's ability, and all responsive documents must be served on or before May 7, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
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Heather T. Hendrickson
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2. Each of the following Requests is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Requests, BellSouth shall amend and/or supplement its answers to such Requests promptly, and sufficiently in advance of any hearing on this matter before the Commission.

3. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Requests according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these requests are not included. Issues for which no Requests are propounded are not listed.

4. Where you are requested to produce an Interconnection Agreement ("ICA"), please provide all such documents unless they are publicly accessible via the BellSouth website. Please identify all responsive ICAs so available and provide the Internet location (URL) at which they may be accessed.

5. Please label each response and/or set of documents clearly as to the Request to which it responds.

6. If you maintain that any document or record which refers to or relates to anything about which these Requests ask or that would be responsive to any of the Requests has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

7. If you cannot answer a Request in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an Request, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of Request, answer all parts of the Request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

8. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

9. If any document is withheld under a claim of privilege, please create and produce, contemporaneous with your responses, a privilege log that identifies the respective Request, describes the responsive document without revealing the asserted privileged information, and provide a statement of the basis upon which the claim of privilege is based.

10. When the information requested by a Request varies over time, state the response for each period from time as to which the response differs, and identify the time periods.

11. Unless otherwise indicated the relevant period of each Request is the period beginning February 8, 1996 to the present.

12. All Issue Statements, as stated by Petitioners, have been provided for definitional purposes only. All terms appearing in Requests must be construed in accordance with their use within the respective Issue Statements and corresponding Position Statements as provided by the parties in their Issues Matrix submissions. No BellSouth response will be deemed by Joint Petitioners as a concession as to the appropriateness of Joint Petitioners' Issue Statement language.

13. Unless otherwise indicated, the information sought in these Requests relates to BellSouth's operations in Alabama.

REQUESTS FOR PRODUCTION

GENERAL TERMS AND CONDITIONS

Issue No. G-2: How should "End User" be defined?

Request for Production G-2-1: Provide all documents identified in response to Interrogatory G-2-1, including documents in which BellSouth defines, discusses or agrees to the definition of the term "End User."

Issue No. G-3: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

Request for Production G-3-1: Provide all documents identified in response to Interrogatory G-3-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue.

Request for Production G-3-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory G-3-2 regarding circumstances of which you are aware in which BellSouth incurred unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

Issue No. G-4: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

Request for Production G-4-1: Provide all documents identified in response to Interrogatory G-4-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding limitation of liability in circumstances other than gross negligence or willful misconduct.

Request for Production G-4-2: Provide all ICAs identified in response to Interrogatory G-4-2, including documents regarding limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement.

Issue No. G-5: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

Request for Production G-5-1: Provide all documents identified in response to Interrogatory G-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts.

Request for Production G-5-2: Provide all ICAs identified in response to Interrogatory G-5-2, including documents regarding liability-limiting terms in its tariffs and End User contracts and does not that CLEC to indemnify BellSouth for End User claims.

Issue No. G-7: What should the indemnification obligations of the parties be under this Agreement?

Request for Production G-7-1: Provide all documents identified in response to Interrogatory G-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth indemnification obligations under an Interconnection Agreement.

Request for Production G-7-2: Provide all ICAs identified in response to Interrogatory G-7-2, including documents regarding indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement.

Issue No. G-8: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

Request for Production G-8-1: Provide all documents identified in response to Interrogatory G-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service marks, logo and/or trademarks.

Request for Production G-8-2: Provide all ICAs identified in response to Interrogatory G-8-2, including documents regarding BellSouth's use of the contracting CLEC's name, service marks, logo and/or trademarks.

Issue No. G-9: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

Request for Production G-9-1: Provide all documents identified in response to Interrogatory G-9-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law.

Request for Production G-9-2: Provide all documents identified in response to Interrogatory G-9-2, including documents that identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

Issue No. G-12: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?

Request for Production G-12-1: Provide all documents identified in response to Interrogatory G-12-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA.

NETWORK ELEMENTS (ATTACHMENT 2)

Issue No. 2-4(B): In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

Request for Production 2-4(B)-1: Provide all documents identified in response to Interrogatory 2-4(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services.

Request for Production 2-4(B)-2: Provide all documents identified in response to Interrogatory 2-4(B)-2, including documents regarding the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-5(C): What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

Request for Production 2-5(C)-1: Provide all documents identified in response to Interrogatory 2-5(C)-1, including documents that identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit that does not require re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-2: Provide all documents identified in response to Interrogatory 2-5(C)-2, including documents that identify the specific methods, procedures, and functions

performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-3: Provide all documents identified in response to Interrogatory 2-5(C)-3, including documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-4: Provide all documents identified in response to Interrogatory 2-5(C)-4, including documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-7: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

Request for Production 2-7-1: Provide all documents identified in response to Interrogatory 2-7-1, including documents that identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Request for Production 2-7-2: Provide all documents identified in response to Interrogatory 2-7-2, including documents regarding the Routine Network Modifications set forth in response to

Interrogatory 2-7-1, identifying the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-10: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

Request for Production 2-10-1: Provide all documents identified in response to Interrogatory 2-10-1, including documents, in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services.

Request for Production 2-10-2: Provide all documents identified in response to Interrogatory 2-10-2, including documents that explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Issue No. 2-12: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?

Request for Production 2-12-1: Provide all documents identified in response to Interrogatory 2-12-1, including documents in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops.

Request for Production 2-12-2: Provide all documents identified in response to Interrogatory 2-12-2, including documents that state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and/or name applied to such facilities.

Issue No. 2-13: Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?

Request for Production 2-13-1: Provide all documents identified in response to Interrogatory 2-13-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop.

Issue No. 2-15: Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

Request for Production 2-15-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-15-1 regarding the proportion (as a percentage) of BellSouth loops that are Fiber-to-the Home Loops.

Request for Production 2-15-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-15-2 regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between February 8, 1996 and October 2, 2003.

Request for Production 2-15-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-15-3 regarding the proportion (as a

percentage) of BellSouth Fiber-to-the-Home loops that were deployed between October 2, 2003 and the Present.

Issue No. 2-18(B): What should BellSouth's obligations be with respect to line conditioning?

Request for Production 2-18(B)-1: Provide all documents identified in response to Interrogatory 2-18(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R.

51.319(a)(1)(iii).

Issue No. 2-19: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

Request for Production No. 2-19-1: Provide all documents identified in response to Interrogatory 2-19-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet.

Issue No. 2-20: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

Request for Production 2-20-1: Provide all documents identified in response to Interrogatory 2-20-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops.

Request for Production 2-20-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-20-2 regarding the identification and amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use

to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.*, a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-21(A): Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?

Request for Production 2-21(A)-1: Provide all documents identified in response to Interrogatory 2-21(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning.

Issue No. 2-22: Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

Request for Production 2-22-1: Provide all documents identified in response to Interrogatory 2-22-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached.

Issue No. 2-23(C): Should the obligation to provide access to UNTW be limited to existing UNTW?

Request for Production 2-23(C)-1: Provide all documents identified in response to Interrogatory 2-23(C)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy for installing new UNTW or network terminating wire for itself.

Issue No. 2-23(D): Should CLECs have to agree to language that requires them to "ensure" that a customer that has asked to switch service to CLEC is already no longer using another carrier's

service on that pair — or — will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?

Request for Production 2-23(D)-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-23(D)-1 regarding the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.

Issue No. 2-24: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

Request for Production 2-24-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-24-1 regarding BellSouth’s policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

Issue No. 2-25: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

Request for Production 2-25-1: Provide all documents identified in response to Interrogatory 2-25-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop controlled by another carrier.

Request for Production 2-25-2: Provide all documents identified in response to Interrogatory 2-25-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier.

Issue No. 2-28(A): In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?

Request for Production 2-28(A)-1: Provide all documents identified in response to Interrogatory 2-28(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-28(B): Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?

Request for Production 2-28(B)-1: Provide all documents identified in response to Interrogatory 2-28(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-31: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?

Request for Production 2-31-1: Provide all documents identified in response to Interrogatory 2-31-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high capacity EEL and the time period in which it will do so.

Issue No. 2-33(A): How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

Request for Production 2-33(A)-1: Provide all documents identified in response to Interrogatory 2-33(A)-1, including documents in which BellSouth discusses, explains, adopts or

refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria.

Issue No. 2-37: What terms should govern CLEC access to test and splice Dark Fiber Transport?

Request for Production 2-37-1: Provide all documents identified in response to Interrogatory 2-37-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing.

Request for Production 2-37-2: Provide all documents referred to, reviewed, analyzed or discussed in response to Interrogatory 2-37-2 regarding BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

Issue No. 2-38: Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

Request for Production 2-38-1: Provide all documents identified in response to Interrogatory 2-38-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act.

Issue No. 2-39: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

Request for Production 2-39-1: Provide all documents identified in response to Interrogatory 2-39-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy

regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier.

Request for Production 2-39-2: Provide all documents identified in response to Interrogatory 2-39-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

Request for Production 2-39-3: Provide all documents identified in response to Interrogatory 2-39-3, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier.

Issue No. 2-40: Should LIDB charges be subject to application of jurisdictional factors?

Request for Production 2-40-1: Provide all documents identified in response to Interrogatory 2-40-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors.

Issue No. 2-41: What terms should govern BellSouth's obligation to provide access to OSS?

Request for Production 2-41-1: Provide all documents identified in response to Interrogatory 2-41-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs.

Request for Production 2-41-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-41-2 regarding any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

Request for Production 2-41-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 2-41-3 regarding every type of information about a loop that BellSouth can obtain for itself.

INTERCONNECTION (ATTACHMENT 3)

Issue No. 3-1: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

Request for Production 3-1-1: Provide all documents identified in response to Interrogatory 3-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center.

Issue No. 3-2(A): What is the definition of a global outage?

Request for Production 3-2(A)-1: Provide all documents identified in response to Interrogatory 3-2(A)-1, including documents in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage."

Issue No. 3-2(B): Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

Request for Production 3-2(B)-1: Provide all documents identified in response to Interrogatory 3-2(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage.

Request for Production 3-2(B)-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-2(B)-3 regarding the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

Issue No. 3-2(C)(1): What target interval should apply for the delivery of such reports?

Request for Production 3-2(C)(1)-1: Provide all documents identified in response to Interrogatory 3-2(C)(1)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a trunk group outage.

Issue No. 3-2(C)(2): What target interval should apply for reports related to global outages?

Request for Production 3-2(C)(2)-1: Provide all documents identified in response to Interrogatory 3-2(C)(2)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a global outage.

Issue No. 3-3: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

Request for Production 3-3-1: Provide all documents identified in response to Interrogatory 3-3-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe.

Issue No. 3-4: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

Request for Production 3-4-1: Provide all documents identified in response to Interrogatory 3-4-1, including documents in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic.

Issue No. 3-5: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

Request for Production 3-5-1: Provide all documents identified in response to Interrogatory 3-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party.

Issue No. 3-6: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

Request for Production 3-6-1: Provide all documents identified in response to Interrogatory 3-6-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem Intermediary Charge (“TIC”) for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-2: Provide all documents identified in response to Interrogatory 3-6-2, including documents in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge (“TIC”) for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-3 regarding each distinct TIC rate charged by BellSouth to interconnecting carriers.

Request for Production 3-6-4: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-4 regarding the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover.

Request for Production 3-6-5: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-6-5 regarding the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement, that is attributable to unduplicated cost recovery and that which represents profit.

Issue No. 3-7: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

Request for Production 3-7-1: Provide all documents identified in response to Interrogatory 3-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-2 Provide all documents identified in response to Interrogatory 3-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the information that a CLEC must provide in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-3: Provide all documents identified in response to Interrogatory 3-7-3, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability.

Issue No. 3-10(A): Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

Request for Production 3-10(A)-1: Provide all documents identified in response to Interrogatory 3-10(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier.

Issue No. 3-10(B): What should those rates be?

Request for Production 3-10(B)-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-10(B)-1 identifying and stating the amount of all costs that BellSouth incurs in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 3-11: Should Section 251(c)(2) interconnection (i.e., interconnection at TELRIC rates) be limited to the percentage of facilities used for “local” traffic?

Request for Production 3-11-1: Provide all documents identified in response to Interrogatory 3-11-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether cost-based interconnection is or should be limited to the percentage of facilities used for local traffic.

Request for Production 3-11-2: Provide all documents identified in response to Interrogatory 3-11-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether facilities used for toll traffic are offered or should be offered at TELRIC rates.

Issue No. 3-12: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

Request for Production 3-12-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 3-12-1 requesting you to identify any and all

interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

Issue No. 3-13: Should the costs of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

Request for Production 3-13-1: Provide all documents identified in response to Interrogatory 3-13-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned.

Request for Production 3-13-2: Provide all documents identified in response to Interrogatory 3-13-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC.

COLLOCATION – ATTACHMENT 4

Issue No. 4-1: What definition of “Cross Connect” should be included in the Agreement?

Request for Production 4-1-1: Provide all documents identified in response to Interrogatory 4-1-1, including documents in which BellSouth defines, discusses, or agrees to the definition of, the term “Cross Connect.”

Request for Production 4-1-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-1-2 requesting that you identify facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered “Cross Connects,” under BellSouth’s proposed definition, and state the rate applicable to each such facility.

Issue No. 4-2: With respect to interference and impairment issues raised outside of the scope of FCC Rule 51.233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?

Request for Production 4-2-1: Provide all documents identified in response to Interrogatory 4-2-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233.

Issue No. 4-3: Where grandfathering is appropriate, which rates should apply?

Request for Production 4-3-1: Provide all documents identified in response to Interrogatory 4-3-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements.

Issue No. 4-5: Should CLEC be required to pay space preparation fees and charges with respect to collocations when it already has paid space preparation charges through ICB or NRC pricing?

Request for Production No. 4-5-1: Provide all documents identified in response to Interrogatory 4-5-1, including documents, in which BellSouth discusses, explains, adopts or refers to a policy that CLECs must pay monthly recurring space preparation or floor space fees and charges, or any portion thereof, regardless of whether the CLEC paid charges through ICB or NRC pricing.

Issue No. 4-6: What rates should apply for BellSouth-supplied DC power?

Request for Production 4-6-1: Provide all documents identified in response to Interrogatory 4-6-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power.

Request for Production 4-6-2: Provide all documents identified in response to Interrogatory 4-6-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power.

Issue No. 4-7: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-7-1: Provide all documents identified in response to Interrogatory 4-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Request for Production 4-7-2: Provide all documents identified in response to Interrogatory 4-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Issue No. 4-8(A): Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

Request for Production 4-8(A)-1: Provide all documents identified in response to Interrogatory 4-8(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges.

Issue No. 4-8(B): If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-8(B)-1: Provide all documents identified in response to Interrogatory 4-8(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power.

Request for Production 4-8(B)-2: Provide all documents identified in response to Interrogatory 4-8(B)-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring are or should be applied to CLECs for power under power usage metering arrangements.

Request for Production 4-8(B)-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-8(B)-3 regarding the manner in which BellSouth apportions the costs of provisioning DC power into the category of recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 4-9: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?

Request for Production 4-9-1: Provide all documents identified in response to Interrogatory 4-9-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power.

Issue No. 4-10(A): Should BellSouth have the right to request the removal from BellSouth's premises of a CLEC employee where the CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carriers in a significant and material way?

Request for Production 4-10(A)-1: Provide all documents identified in response to Interrogatory 4-10(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it may remove, cause to be removed, or bar a CLEC employee from its premises.

Request for Production 4-10(A)-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-10(A)-2 requesting that you identify and describe (including the date, location and precipitating event) all instances in which BellSouth has removed, caused to be removed, or barred a CLEC employee from its premises, and state the length of time for which this decision was enforced. The name of the CLEC or its employee may be omitted from your response.

Request for Production 4-10(A)-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-10(A)-3 requesting that you identify and explain all circumstances under which, or reasons that, BellSouth will bar an employee of its own from working in areas of a serving wire center where CLEC equipment is housed.

Request for Production 4-10(A)-4: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-10(A)-4 requesting that you identify and

explain all circumstances under which, or reasons that, BellSouth will remove or bar an employee of its own from working its premises.

**PREORDERING, ORDERING, PROVISIONING AND MAINTENANCE –
ATTACHMENT 6**

Issue No. 6-1: Should payment history be included in the CSR?

Request for Production 6-1-1: Provide all documents identified in response to Interrogatory 6-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs.

Issue No. 6-3(A): What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

Request for Production 6-3(A)-1: Provide all documents identified in response to Interrogatory 6-3(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information.

Issue No. 6-4: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

Request for Production 6-4-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-4-1 requesting that you identify all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

Request for Production 6-4-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-4-2 requesting that you identify all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

Issue No. 6-5: What rate should apply for Service Date Advancement (a/k/a service expedites)?

Request for Production 6-5-1: Provide all documents identified in response to Interrogatory 6-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or “service expedites”) requested by CLECs.

Request for Production 6-5-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-5-2 requesting that you identify and state the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or “service expedite”). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 6-8: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

Request for Production 6-8-1: Provide all documents identified in response to Interrogatory 6-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems.

Request for Production 6-8-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-8-2 requesting that you identify and explain all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

Issue No. 6-9: Should charges for substantially similar OSS functions performed by the parties be reciprocal?

Request for Production 6-9-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-9-1 requesting that you identify and explain

all orders and requests (*e g.*, requests for Customer Service Records and requests to switch over or “port” a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.

Issue No. 6-10(A): Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

Request for Production 6-10(A)-1: Provide all documents identified in response to

Interrogatory 6-10(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance.

Request for Production 6-10(A)-2: Provide all documents identified in response to

Interrogatory 6-10(A)-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier.

Request for Production 6-10(A)-3: Provide all documents identified in response to

Interrogatory 6-10(A)-3, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer’s changing its PIC associated with toll services of any kind.

Issue No. 6-11(A): Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

Request for Production 6-11(A)-1: Provide all documents identified in response to Interrogatory 6-11(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself.

Request for Production 6-11(A)-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-11(A)-2 requesting that you identify and describe all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

Request for Production 6-11(A)-3: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-11(A)-3 requesting that you identify and summarize (including the date, location, precipitating event, and any resolution or disposition) all instances in which BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.

Issue 6-11(B): If so, what rates should apply?

Request for Production 6-11(B)-1: Provide all documents identified in response to Interrogatory 6-11(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet.

Issue 6-11(C): What should be the interval for such mass migrations of services?

Request for Production 6-11(C)-1: Provide all documents identified in response to Interrogatory 6-11(C)-1, including documents in which BellSouth discusses, explains, adopts or

refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC.

BILLING – ATTACHMENT 7

Issue No. 7-1: Should there be a time limit on the parties' ability to engage in backbilling?

Request for Production 7-1-1: Provide all documents identified in response to Interrogatory 7-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement.

Issue No. 7-2(A): What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

Request for Production 7-2(A)-1 Provide all documents identified in response to Interrogatory 7-2(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(A)-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-2(A)-2 requesting that you identify and state the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 7-2(B): What intervals should apply to such changes?

Request for Production 7-2(B)-1: Provide all documents identified in response to Interrogatory 7-2(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(B)-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-2(B)-2 requesting that you identify the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Issue No. 7-3: When should payment of charges for service be due?

Request for Production 7-3-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-3-1 requesting that you explain and describe the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

Request for Production 7-3-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-3-2 requesting that you identify and summarize the what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

Issue No. 7-4(A): What interest rate should apply for late payments?

Request for Production 7-4(A)-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-4(A)-1 requesting that you identify the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement.

Issue No. 7-4(B): What fee should be assessed for returned checks?

Request for Production 7-4(B)-1: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-4(B)-1 requesting that you identify, in

dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

Issue No. 7-7: How many months of billing should be used to determine the maximum amount of the deposit?

Request for Production 7-7-1: Provide all documents identified in response to Interrogatory 7-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC.

Request for Production 7-7-2: Provide all documents identified in response to Interrogatory 7-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing.

Issue No. 7-8: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

Request for Production 7-8-1: Provide all documents identified in response to Interrogatory 7-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs.

Request for Production 7-8-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-8-2 requesting that you state the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs.

Issue No. 7-11: Under what conditions may BellSouth seek additional security deposit from CLEC?

Request for Production 7-11-1: Provide all documents identified in response to Interrogatory 7-11-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC.

Request for Production 7-11-2: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-11-2 requesting that you identify and explain the “material change in circumstances” to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

BFR/NBR – ATTACHMENT 11

Issue 11-1(A): Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

Request for Production 11-1(A)-1: Provide all documents identified in response to

Interrogatory 11-1(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR.

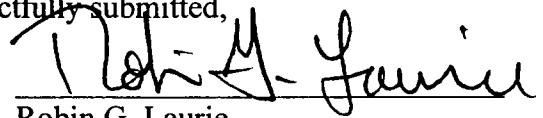
Issue 11-1(B): If so, how should these costs be recovered?

Request for Production 11-1(B)-1: Provide all documents identified in response to

Interrogatory 11-1(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR.

Respectfully submitted,

By:



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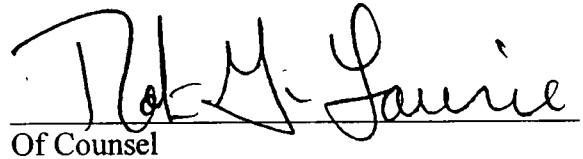
Dated: April 6, 2004

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by U.S.

Mail, properly addressed and postage prepaid, on this the 6th day of April, 2004:

Francis B. Semmes, Esq.
BellSouth
3196 Highway 280 South
Room 304N
Birmingham, Alabama 35243



Of Counsel

PARKER POE

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Partner

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April 13, 2004

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FILED

APR 13 2004

Clerk's Office
N.C. Utilities Commission

By Hand-Delivery

Ms. Geneva Thigpen
North Carolina Utilities Commission
430 N. Salisbury Street
Raleigh, NC 27601

**Re: Docket Nos. P-772, Sub 8; P-913, Sub 5; P-989, Sub 3; P-824, Sub 6; and,
P-1202, Sub 4**

Dear Ms. Thigpen:

Enclosed are an original and twenty-seven (27) copies of the Joint Petitioners' First Set of Interrogatories Directed to BellSouth Telecommunications, Inc. and the Joint Petitioner's First Set of Requests for Production Directed to BellSouth Telecommunications, Inc. in the above-referenced dockets. Please file the originals and return one (1) filed stamped copy of each to me via our courier.

Thank you for your assistance in this matter.

Sincerely,


Henry C. Campen, Jr.

HCC:ckc

Enclosures

cc: Edward L. Rankin, III (by electronic mail)
Phillip J. Carver (by electronic mail)
Linda Cheatham (by hand-delivery)

CHARLESTON, SC
CHARLOTTE, NC
COLUMBIA, SC
SPARTANBURG, SC

**BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION**

Docket No. P-772, Sub 8
Docket No. P-913, Sub 5
Docket No. P-989, Sub 3
Docket No. P-824, Sub 6
Docket No. P-1202, Sub 4

FILED
APR 13 2004
Clerk's Office
N.C. Utilities Commission

In the Matter of)	JOINT PETITIONERS' FIRST SET OF INTERROGATORIES DIRECTED TO BELL SOUTH TELECOMMUNICATIONS, INC.
)	
Joint Petition NewSouth Communications Corp. et al for Arbitration with)	
BellSouth Telecommunications, Inc.)	

NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc. and KMC Telecom III LLC, and Xspedius Communications, LLC, on behalf of itself and its operating subsidiaries in North Carolina, (collectively, "Joint Petitioners"), through their undersigned counsel, hereby requests pursuant to N.C. Gen. Stat. § 1A-1, Rules 26 and 33 that BellSouth Telecommunications, Inc. ("BellSouth") respond to the following Interrogatories in the manner and within the timeframe prescribed by the North Carolina Utilities Commission.

STATEMENT OF NECESSITY

The following Interrogatories seek discovery that is necessary for Joint Petitioners to present their case thoroughly and effectively to the Commission. Much of the relevant information regarding the issues to be resolved lies within BellSouth's possession. Such information must be provided to Joint Petitioners in order for them to have a fair opportunity to fully address the issues that the Commission must resolve.

DEFINITIONS

For the purposes of these interrogatories, the following definitions shall apply:

"Documents" is used in the broadest sense and includes all tangible things that record or contain information, and that are in BellSouth's possession, custody or control, regardless of who prepared, signed or retained them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of "documents" include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, written correspondence, electronic or e-mail correspondence (including attachments), faxes, invoices, manuals, technical writings, message logs, call logs, meeting minutes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

"Identify" means (1) when used with reference to a natural person, give the person's full name, business or residence address, business or residence telephone numbers, occupation and employer, and title; (2) when used with reference to an entity, give the entity's full name, principal place of business, address and telephone number; (3) when used with reference to a document, give the document's date, title, author, recipient, type (e.g., letter, memorandum, note,

etc.), name of the custodian of the document, the portion of the document responsive to the discovery item, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. For any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the communication was through the use of a document, identify the document through which the communication was made.

1. "You" and "your" refer to BellSouth.

"BellSouth" refers to BellSouth Telecommunications, Inc., and all divisions, subsidiaries, parent(s), and affiliates thereof.

2. "CLEC" means Competitive Local Exchange Carrier.

"Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

"And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that which would not otherwise be brought within their scope.

3. "Petition" refers to the petition for arbitration under Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), filed by NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on February 11, 2004.

4. "BellSouth Guides" refers to BellSouth documents and publications referenced in the General Terms and Conditions and Attachments of the Agreement.

5. "Agreement" means the Interconnection Agreement being arbitrated in this proceeding.
6. "ICA" means "Interconnection Agreement," except the Agreement previously defined.
7. "Commission" refers to the North Carolina Utilities Commission.
8. "FCC" refers to the Federal Communications Commission.
9. "CLEC" means a "competitive local exchange carrier."
10. "ILEC" means an "incumbent local exchange carrier" as defined in Section 252(h) of the Communications Act.
11. "LEC" means a "local exchange carrier," including but not limited to CLECs and ILECs.
12. "IXC" means an "interexchange carrier."
13. "Parties" means BellSouth and the Joint Petitioners, NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC.
14. "The Present" means the period ending the date you received these Interrogatories.
15. "1996 Act" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. § 151 et seq. (West 2001).
16. "TELRIC" means total element long run incremental cost, set forth in FCC Rules 47 C.F.R. §§ 51.501-51.515.
17. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order

and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part*, *USTA v. FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).

18. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

19. The following Interrogatories should be answered separately, fully, to the best of BellSouth's ability, and must be served on or before May 13, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
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Henry C. Campen, Jr.
Parker Poe Adams & Bernstein LLP
Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Telephone: (919) 890-4145
henrycampen@parkerpoe.com

20. Each of the following Interrogatories is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Interrogatories, BellSouth shall amend and/or supplement its answers to such Interrogatories promptly, and sufficiently in advance of any hearing on this matter before the Commission.

21. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Interrogatories according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these Interrogatories are not included. Issues for which no Interrogatories are propounded are not listed.

22. Provide the names, addresses and positions of each person responsible for preparing each of the answers to the Interrogatories.

23. Please label each response clearly as to the Interrogatory to which it responds.

24. If you maintain that any document or record which refers to or relates to anything about which these Interrogatories ask or that would be responsive to any of the Interrogatories has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

25. If you cannot answer an Interrogatory in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an Interrogatory, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of an Interrogatory, answer all parts of the Interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

26. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

27. If any information is withheld under a claim of privilege, please create and produce, contemporaneous with your responses, a privilege log that identifies the relevant Interrogatory, describes the information without revealing the asserted privileged information, identify all persons who authored or received the information and provide a statement of the basis upon which the claim of privilege is based.

28. When the information requested by an Interrogatory varies over time, state the response for each period from time as to which the response differs, and identify the time periods.

29. Unless otherwise indicated the relevant period of each Interrogatory is the period beginning February 8, 1996 to the present.

30. All Issue Statements, as stated by Petitioners, have been provided for definitional purposes only. All terms appearing in Interrogatories must be construed in accordance with their use within the respective Issue Statements and corresponding Position Statements as provided by the parties in their Issues Matrix submissions. No BellSouth response will be deemed by Joint Petitioners as a concession as to the appropriateness of Joint Petitioners' Issue Statement language.

31. Unless otherwise indicated, the information sought in these Interrogatories relates to BellSouth's operations in North Carolina.

INTERROGATORIES

GENERAL TERMS AND CONDITIONS

Issue No. G-3: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

Interrogatory G-3-1: Please state all circumstances of which you are aware in which BellSouth incurred, or caused, unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

RESPONSE:

Issue No. G-5: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

Interrogatory G-5-1: Please state whether any BellSouth ICA does not require the contracting CLEC to include liability-limiting terms in its tariffs and End User contracts and does not that CLEC to indemnify BellSouth for End User claims. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the

interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

Issue No. G-7: What should the indemnification obligations of the parties be under this Agreement?

Interrogatory G-7-1: Please state whether any BellSouth ICA contains indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement. For all such ICAs, please provide: (a) the name of the CLEC party to the interconnection agreement; (b) the effective date of the interconnection agreement; (c) the termination date of the interconnection agreement; (d) the paragraph or section number of the interconnection agreement which contains the relevant provisions.

RESPONSE:

NETWORK ELEMENTS (ATTACHMENT 2)

Issue No. 2-4(B): In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

Interrogatory 2-4(B)-1: Please identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-5(C): What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

Interrogatory 2-5(C)-1: Please identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit from UNEs or Combinations to Other Services or BellSouth tariffed access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-7: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

Interrogatory 2-7-1: Please identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-10: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

Interrogatory 2-10-1: Please explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

RESPONSE:

Issue No. 2-20: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

Interrogatory 2-20-1: Please identify and state the amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.*, a 3000-foot

tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 2-21(A): Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?

Interrogatory 2-21(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-24: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

Interrogatory 2-24-1: Please identify BellSouth's policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

RESPONSE:

Issue No. 2-28(B): Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?

Interrogatory 2-28(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-37: What terms should govern CLEC access to test and splice Dark Fiber Transport?

Interrogatory 2-37-1: Please identify BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

RESPONSE:

Issue No. 2-39: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

Interrogatory 2-39-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 2-41: What terms should govern BellSouth's obligation to provide access to OSS?

Interrogatory 2-41-1: Identify any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

RESPONSE:

INTERCONNECTION (ATTACHMENT 3)

Issue No. 3-1: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

Interrogatory 3-1-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-2(B): Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

Interrogatory 3-2(B)-1: Please identify and explain the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

RESPONSE:

Issue No. 3-3: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

Interrogatory 3-3-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-4: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

Interrogatory 3-4-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic. If an identified document is an ICA or an

agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-5: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

Interrogatory 3-5-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 3-6: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

Interrogatory 3-6-1: Please identify each distinct TIC rate charged by BellSouth to interconnecting carriers.

RESPONSE:

Interrogatory 3-6-2: Please identify the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover.

RESPONSE:

Interrogatory 3-6-3: Please identify the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement that is attributable to unduplicated cost recovery and that which represents profit.

RESPONSE:

Issue No. 3-10(B): What should those rates [for OCn level interconnection trunks and facilities] be?

Interrogatory 3-10(B)-1: Please identify and state the amount of all costs that BellSouth incurs, or would incur, in order to permit OC-level interconnection with a CLEC.

Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 3-12: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

Interrogatory 3-12-1: Please identify any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

RESPONSE:

COLLOCATION – ATTACHMENT 4

Issue No. 4-1: What definition of “Cross Connect” should be included in the Agreement?

Interrogatory 4-1-1: Please identify facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered “Cross Connects,” under BellSouth’s proposed definition, and state the rate applicable to each such facility.

RESPONSE:

Issue No. 4-3: Where grandfathering is appropriate, which rates should apply?

Interrogatory 4-3-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-7: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

Interrogatory 4-7-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-7-2: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-8(A): Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

Interrogatory 4-8(A)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 4-8(B): If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

Interrogatory 4-8(B)-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-8(B)-2: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding how the non-recurring charges are or should be applied to CLECs for power under power usage metering arrangements. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 4-8(B)-3: Please provide all information about the manner in which BellSouth apportions the costs of provisioning DC power into infrastructure related and non-infrastructure related categories or recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

PREORDERING, ORDERING, PROVISIONING AND MAINTENANCE –

ATTACHMENT 6

Issue No. 6-1: Should payment history be included in the CSR?

Interrogatory 6-1-1: Identify all documents, including but not limited to agreements, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 6-4: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

Interrogatory 6-4-1: Please identify all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

RESPONSE:

Issue No. 6-5: What rate should apply for Service Date Advancement (a/k/a service expedites)?

Interrogatory 6-5-1: Please identify and state the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or “service expedite”). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 6-9: Should charges for substantially similar OSS functions performed by the parties be reciprocal?

Interrogatory 6-9-1: Identify and explain all orders and requests (*e.g.*, requests for Customer Service Records and requests to switch over or “port” a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.

RESPONSE:

Issue No. 6-11(A): Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

Interrogatory 6-11(A)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or

refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 6-11(A)-2: Please identify and describe all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

RESPONSE:

Issue 6-11(B): If so, what rates should apply?

Interrogatory 6-11(B)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the

agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue 6-11(C): What should be the interval for such mass migrations of services?

Interrogatory 6-11(C)-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

BILLING – ATTACHMENT 7

Issue No. 7-1: Should there be a time limit on the parties' ability to engage in backbilling?

Interrogatory 7-1-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 7-2(A): What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

Interrogatory 7-2(A)-1: Please identify and state the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE:

Issue No. 7-2(B): What intervals should apply to such changes?

Interrogatory 7-2(B)-1: Please identify the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE:

Issue No. 7-3: When should payment of charges for service be due?

Interrogatory 7-3-1: Please explain and describe the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

RESPONSE:

Interrogatory 7-3-2: Please identify and summarize the what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

RESPONSE:

Issue No. 7-7: How many months of billing should be used to determine the maximum amount of the deposit?

Interrogatory 7-7-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements,

tariffs, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Issue No. 7-8: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

Interrogatory 7-8-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-8-2: Please state the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs. Include an explanation of assumptions used and the manner in which the figures presented were derived.

RESPONSE:

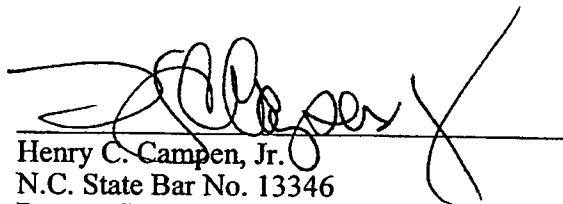
Issue No. 7-11: Under what conditions may BellSouth seek additional security deposit from CLEC?

Interrogatory 7-11-1: Identify all documents, including but not limited to ICAs, agreements that are not ICAs, memoranda, legal pleadings, tariffs, policy statements, policy manuals and training materials, in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC. If an identified document is an ICA or an agreement that is not an ICA, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

RESPONSE:

Interrogatory 7-11-2: Please identify and explain the “material change in circumstances” to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

Respectfully submitted, this 3rd day of April, 2004.



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Counsel for the Joint Petitioners

CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have, on this 18th day of April, 2004, caused to be served upon the following individuals, by hand delivery or electronic mail, a copy of the foregoing Joint Petitioners' First Set of Interrogatories Directed to BellSouth Telecommunications, Inc.:

By electronic mail:

Edward L. Rankin III
BellSouth Telecommunications, Inc.
1521 BellSouth Plaza
Post Office Box 30188
Charlotte, NC 28230
edward.rankin@bellsouth.com

Phillip J. Carver
BellSouth Telecommunications, Inc.
4300 BellSouth Center
675 West Peachtree Street NE
Atlanta, GA 30375-0001
j.carver@bellsouth.com

By hand-delivery:

Linda Cheatham
BellSouth Telecommunications, Inc.
128 West Hargett Street
Raleigh, NC 27601


Henry C. Campen, Jr.

BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION

Docket No. P-772, Sub 8
Docket No. P-913, Sub 5
Docket No. P-989, Sub 3
Docket No. P-824, Sub 6
Docket No. P-1202, Sub 4

FILED
APR 1 8 2004
Clerk's Office
N.C. Utilities Commission

In the Matter of)	
)	
Joint Petition NewSouth Communications)	
Corp. <u>et al</u> for Arbitration with)	
BellSouth Telecommunications, Inc.)	
		JOINT PETITIONERS' FIRST SET OF REQUESTS FOR PRODUCTION DIRECTED TO BELLSOUTH TELECOMMUNICATIONS, INC.

NewSouth Communications Corp., NuVox Communications, Inc., KMC
Telecom V, Inc. and KMC Telecom III LLC, and Xspedius Communications, LLC, on
behalf of itself and its operating subsidiaries in North Carolina, (collectively, "Joint Petitioners"),
through their undersigned counsel, hereby requests that BellSouth Telecommunications, Inc.
("BellSouth") respond to the following Requests for Production ("Requests") in the manner and
within the timeframe prescribed by the North Carolina Utilities Commission.

STATEMENT OF NECESSITY

The following Requests seek discovery that is necessary for Joint Petitioners to present
their case thoroughly and effectively to the Commission. Much of the relevant information
regarding the issues to be resolved lies within BellSouth's possession. Such information must be
provided to Joint Petitioners in order for them to have a fair opportunity to fully address the
issues that the Commission must resolve.

DEFINITIONS

For the purposes of these Requests, the following definitions shall apply:

1. "Documents" is used in the broadest sense and includes all tangible things that record or contain information, and that are in BellSouth's possession, custody or control, regardless of who prepared, signed or retained them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of "documents" include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, written correspondence, electronic or e-mail correspondence (including attachments), faxes, invoices, manuals, technical writings, message logs, call logs, meeting minutes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

2. "Identify" means (1) when used with reference to a natural person, give the person's full name, business or residence address, business or residence telephone numbers, occupation and employer, and title; (2) when used with reference to an entity, give the entity's full name, principal place of business, address and telephone number, (3) when used with reference to a document, give the document's date, title, author, recipient, type (*e.g.*, letter, memorandum, note, etc.), name of the custodian of the document, the portion of the document responsive to the discovery item, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. For any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the communication was through the use of a document, identify the document through which the communication was made.

3. "You" and "your" refer to BellSouth.
4. "BellSouth" refers to BellSouth Telecommunications, Inc., and all divisions, subsidiaries, parent(s), and affiliates thereof.
5. "CLEC" means Competitive Local Exchange Carrier.
6. "Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.
7. "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that which would not otherwise be brought within their scope.
8. "Petition" refers to the petition for arbitration under Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), filed by NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on February 11, 2004.
9. "BellSouth Guides" refers to BellSouth documents and publications referenced in the General Terms and Conditions and Attachments of the Agreement.
10. "Agreement" means the Interconnection Agreement being arbitrated in this proceeding.
11. "ICA" means "Interconnection Agreement," except the Agreement previously defined.
12. "Commission" refers to the North Carolina Utilities Commission.
13. "FCC" refers to the Federal Communications Commission.
14. "CLEC" means a "competitive local exchange carrier."

15. "ILEC" means an "incumbent local exchange carrier" as defined in Section 252(h) of the Communications Act.

16. "LEC" means a "local exchange carrier," including but not limited to CLECs and ILECs.

17. "IXC" means an "interexchange carrier."

18. "Parties" means BellSouth and the Joint Petitioners, NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC.

19. "The Present" means the period ending the date you received these Interrogatories.

20. "1996 Act" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. § 151 *et seq.* (West 2001).

21. "TELRIC" means total element long run incremental cost, set forth in FCC Rules 47 C.F.R. §§ 51.501-51.515.

22. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part*, *USTA v. FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).

23. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

1. The following Requests should be answered separately, fully, to the best of BellSouth's ability, and all responsive documents must be served on or before May 13, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
jheitmann@kelleydrye.com
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Parker Poe Adams & Bernstein LLP
Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Telephone: (919) 890-4145
henrycampen@parkerpoe.com

2. Each of the following Requests is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Requests, BellSouth shall amend and/or supplement its answers to such Requests promptly, and sufficiently in advance of any hearing on this matter before the Commission.

3. Each of the following Requests seek all responsive documents that are within BellSouth's possession, custody, or control.

4. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Requests according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these requests are not included. Issues for which no Requests are propounded are not listed.

5. Where you are requested to produce an Interconnection Agreement ("ICA"), please provide all such documents unless they are publicly accessible via the BellSouth website.

Please identify all responsive ICAs so available and provide the Internet location (URL) at which they may be accessed.

6. Please label each response and/or set of documents clearly as to the Request to which it responds.

7. If you maintain that any document or record which refers to or relates to anything about which these Requests ask or that would be responsive to any of the Requests has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

8. If you cannot answer a Request in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an Request, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of Request, answer all parts of the Request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

9. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

10. If any document is withheld under a claim of privilege, please create and produce, contemporaneous with your responses, a privilege log that identifies the respective Request, describes the responsive document without revealing the asserted privileged information, identify all persons who authored or received the information, and provide a statement of the basis upon which the claim of privilege is based.

11. When the information requested by a Request varies over time, state the response for each period from time as to which the response differs, and identify the time periods.

12. Unless otherwise indicated the relevant period of each Request is the period beginning February 8, 1996 to the present.

13. All Issue Statements, as stated by Petitioners, have been provided for definitional purposes only. All terms appearing in Requests must be construed in accordance with their use within the respective Issue Statements and corresponding Position Statements as provided by the parties in their Issues Matrix submissions. No BellSouth response will be deemed by Joint Petitioners as a concession as to the appropriateness of Joint Petitioners' Issue Statement language.

14. Unless otherwise indicated, the information sought in these Requests relates to BellSouth's operations in North Carolina.

REQUESTS FOR PRODUCTION

GENERAL TERMS AND CONDITIONS

Issue No. G-2: How should “End User” be defined?

Request for Production G-2-1: Provide all documents in which BellSouth defines, discusses or agrees to the definition of the term “End User.”

Issue No. G-3: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

Request for Production G-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue.

Request for Production G-3-2: Provide all documents regarding circumstances of which you are aware that BellSouth incurred, or caused, unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

Issue No. G-4: What should be the limitation on each Party’s liability in circumstances other than gross negligence or willful misconduct?

Request for Production G-4-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding limitation of liability in circumstances other than gross negligence or willful misconduct.

Request for Production G-4-2: Provide all ICA documents regarding limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement.

Issue No. G-5: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

Request for Production G-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts.

Request for Production G-5-2: Provide all ICA documents that states that the contracting CLEC is not required to include liability-limiting terms in its tariffs and End User contracts and does not require that CLEC to indemnify BellSouth for End User claims

Issue No. G-7: What should the indemnification obligations of the parties be under this Agreement?

Request for Production G-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth indemnification obligations under an Interconnection Agreement.

Request for Production G-7-2: Provide all ICA documents regarding indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement.

Issue No. G-8: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

Request for Production G-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service marks, logo and/or trademarks.

Request for Production G-8-2: Provide all ICA documents regarding BellSouth's use of the contracting CLEC's name, service marks, logo and/or trademarks.

Issue No. G-9: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

Request for Production G-9-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law.

Request for Production G-9-2: Provide all documents that identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

Issue No. G-12: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?

Request for Production G-12-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA.

NETWORK ELEMENTS (ATTACHMENT 2)

Issue No. 2-4(B): In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

Request for Production 2-4(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services.

Request for Production 2-4(B)-2: Provide all documents regarding the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-5(C): What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

Request for Production 2-5(C)-1: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit from UNEs or Combinations to Other Services or BellSouth tariffed access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-2: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires re-termination.

Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-3: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-4: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-7: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

Request for Production 2-7-1: Provide all documents that identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Request for Production 2-7-2: Provide all documents regarding Routine Network Modifications that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-10: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

Request for Production 2-10-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services.

Request for Production 2-10-2: Provide all documents that explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Issue No. 2-12: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?

Request for Production 2-12-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops.

Request for Production 2-12-2: Provide all documents that state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and/or name applied to such facilities.

Issue No. 2-13: Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?

Request for Production 2-13-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to

unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop.

Issue No. 2-15: Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

Request for Production 2-15-1: Provide all documents regarding the proportion (as a percentage) of BellSouth loops that are Fiber-to-the Home Loops.

Request for Production 2-15-2: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between February 8, 1996 and October 2, 2003.

Request for Production 2-15-3: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between October 2, 2003 and the Present.

Issue No. 2-18(B): What should BellSouth's obligations be with respect to line conditioning?

Request for Production 2-18(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R. 51.319(a)(1)(iii).

Issue No. 2-19: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

Request for Production No. 2-19-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet.

Issue No. 2-20: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

Request for Production 2-20-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops.

Request for Production 2-20-2: Provide all documents regarding the identification and amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.*, a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-21(A): Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?

Request for Production 2-21(A)-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning.

Issue No. 2-22: Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

Request for Production 2-22-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached.

Issue No. 2-23(C): Should the obligation to provide access to UNTW be limited to existing UNTW?

Request for Production 2-23(C)-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy for installing new UNTW or network terminating wire for itself.

Issue No. 2-23(D): Should CLECs have to agree to language that requires them to “ensure” that a customer that has asked to switch service to CLEC is already no longer using another carrier’s service on that pair — or — will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?

Request for Production 2-23(D)-1: Provide all documents regarding the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.

Issue No. 2-24: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

Request for Production 2-24-1: Provide all documents regarding BellSouth’s policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

Issue No. 2-25: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

Request for Production 2-25-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop controlled by another carrier.

Request for Production 2-25-2: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier.

Issue No. 2-28(A): In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?

Request for Production 2-28(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-28(B): Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?

Request for Production 2-28(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-31: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?

Request for Production 2-31-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high capacity EEL and the time period in which it will do so.

Issue No. 2-33(A): How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

Request for Production 2-33(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria.

Issue No. 2-37: What terms should govern CLEC access to test and splice Dark Fiber Transport?

Request for Production 2-37-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing.

Request for Production 2-37-2: Provide all documents regarding BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

Issue No. 2-38: Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

Request for Production 2-38-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act.

Issue No. 2-39: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

Request for Production 2-39-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier.

Request for Production 2-39-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

Request for Production 2-39-3: Provide all documents which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier.

Issue No. 2-40: Should LIDB charges be subject to application of jurisdictional factors?

Request for Production 2-40-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors.

Issue No. 2-41: What terms should govern BellSouth's obligation to provide access to OSS?

Request for Production 2-41-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs.

Request for Production 2-41-2: Provide all documents regarding any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

Request for Production 2-41-3: Provide all documents regarding every type of information about a loop that BellSouth can obtain for itself.

INTERCONNECTION (ATTACHMENT 3)

Issue No. 3-1: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

Request for Production 3-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center.

Issue No. 3-2(A): What is the definition of a global outage?

Request for Production 3-2(A)-1: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage."

Issue No. 3-2(B): Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

Request for Production 3-2(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage.

Request for Production 3-2(B)-3: Provide all documents regarding the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

Issue No. 3-2(C)(1): What target interval should apply for the delivery of such reports?

Request for Production 3-2(C)(1)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a trunk group outage.

Issue No. 3-2(C)(2): What target interval should apply for reports related to global outages?

Request for Production 3-2(C)(2)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a global outage.

Issue No. 3-3: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

Request for Production 3-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe.

Issue No. 3-4: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

Request for Production 3-4-1: Provide all documents in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic.

Issue No. 3-5: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

Request for Production 3-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party.

Issue No. 3-6: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

Request for Production 3-6-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem

Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-3: Provide all documents regarding each distinct TIC rate charged by BellSouth to interconnecting carriers.

Request for Production 3-6-4: Provide all documents regarding the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover.

Request for Production 3-6-5: Provide all documents regarding the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement that is attributable to unduplicated cost recovery and that which represents profit.

Issue No. 3-7: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

Request for Production 3-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-2 Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the information that a CLEC must provide in order to

receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-3: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability.

Issue No. 3-10(A): Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

Request for Production 3-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier.

Issue No. 3-10(B): What should those rates be?

Request for Production 3-10(B)-1: Provide all documents identifying and stating the amount of all costs that BellSouth incurs, or would incur, in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 3-11: Should Section 251(c)(2) interconnection (i.e., interconnection at TELRIC rates) be limited to the percentage of facilities used for “local” traffic?

Request for Production 3-11-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether cost-based interconnection is or should be limited to the percentage of facilities used for local traffic.

Request for Production 3-11-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether facilities used for toll traffic are offered or should be offered at TELRIC rates.

Issue No. 3-12: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

Request for Production 3-12-1: Provide all documents identifying any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

Issue No. 3-13: Should the costs of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

Request for Production 3-13-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned.

Request for Production 3-13-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC.

COLLOCATION – ATTACHMENT 4

Issue No. 4-1: What definition of “Cross Connect” should be included in the Agreement?

Request for Production 4-1-1: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term “Cross Connect.”

Request for Production 4-1-2: Provide all documents identifying facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered “Cross Connects,” under BellSouth’s proposed definition, and state the rate applicable to each such facility.

Issue No. 4-2: With respect to interference and impairment issues raised outside of the scope of FCC Rule 51.233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?

Request for Production 4-2-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233.

Issue No. 4-3: Where grandfathering is appropriate, which rates should apply?

Request for Production 4-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements.

Issue No. 4-5: Should CLEC be required to pay space preparation fees and charges with respect to collocations when it already has paid space preparation charges through ICB or NRC pricing?

Request for Production No. 4-5-1: Provide all documents explaining or referring to a policy that CLECs must pay monthly recurring space preparation or floor space fees and charges, or any portion thereof, regardless of whether the CLEC paid charges through ICB or NRC pricing.

Issue No. 4-6: What rates should apply for BellSouth-supplied DC power?

Request for Production 4-6-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power.

Request for Production 4-6-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power.

Issue No. 4-7: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Request for Production 4-7-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Issue No. 4-8(A): Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

Request for Production 4-8(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges.

Issue No. 4-8(B): If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-8(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power.

Request for Production 4-8(B)-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the non-recurring charges are or should be applied to CLECs for power under power usage metering arrangements.

Request for Production 4-8(B)-3: Provide all documents regarding the manner in which BellSouth apportions the costs of provisioning DC power into infrastructure related and non-infrastructure related categories or recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 4-9: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?

Request for Production 4-9-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power.

Issue No. 4-10(A): Should BellSouth have the right to request the removal from BellSouth's premises of a CLEC employee where the CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carriers in a significant and material way?

Request for Production 4-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it may remove, cause to be removed, or bar a CLEC employee from its premises.

Request for Production 4-10(A)-2: Provide all documents identifying and describing (including the date, location and precipitating event) all instances in which BellSouth has removed, caused to be removed, or barred a CLEC employee from its premises, and state the length of time for which this decision was enforced. The name of the CLEC or its employee may be omitted from your response.

Request for Production 4-10(A)-3: Provide all documents identifying and explaining all circumstances under which, or reasons that, BellSouth will bar an employee of its own from working in areas of a serving wire center where CLEC equipment is housed.

Request for Production 4-10(A)-4: Provide all documents identifying and explaining all circumstances under which, or reasons that, BellSouth will remove or bar an employee of its own from working its premises.

PREORDERING, ORDERING, PROVISIONING AND MAINTENANCE –

ATTACHMENT 6

Issue No. 6-1: Should payment history be included in the CSR?

Request for Production 6-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs.

Issue No. 6-3(A): What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

Request for Production 6-3(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information.

Issue No. 6-4: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

Request for Production 6-4-1: Provide all documents identifying all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

Request for Production 6-4-2: Provide all documents identifying all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

Issue No. 6-5: What rate should apply for Service Date Advancement (a/k/a service expedites)?

Request for Production 6-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs.

Request for Production 6-5-2: Provide all documents identifying and stating the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or “service expedite”). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 6-8: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

Request for Production 6-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems.

Request for Production 6-8-2: Provide all documents identifying and explaining all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

Issue No. 6-9: Should charges for substantially similar OSS functions performed by the parties be reciprocal?

Request for Production 6-9-1: Provide all documents identifying and explaining all orders and requests (e.g., requests for Customer Service Records and requests to switch over or “port” a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.

Issue No. 6-10(A): Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

Request for Production 6-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a

customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance.

Request for Production 6-10(A)-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier.

Request for Production 6-10(A)-3: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind.

Issue No. 6-11(A): Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

Request for Production 6-11(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself.

Request for Production 6-11(A)-2: Provide all documents identifying and describing all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

Request for Production 6-11(A)-3: Provide all identifying and summarizing (including the date, location, precipitating event, and any resolution or disposition) all instances in which

BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.

Issue 6-11(B): If so, what rates should apply?

Request for Production 6-11(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet.

Issue 6-11(C): What should be the interval for such mass migrations of services?

Request for Production 6-11(C)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC.

BILLING – ATTACHMENT 7

Issue No. 7-1: Should there be a time limit on the parties' ability to engage in backbilling?

Request for Production 7-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement.

Issue No. 7-2(A): What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

Request for Production 7-2(A)-1 Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(A)-2: Provide all documents identifying and stating the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 7-2(B): What intervals should apply to such changes?

Request for Production 7-2(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(B)-2: Provide all documents identifying the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Issue No. 7-3: When should payment of charges for service be due?

Request for Production 7-3-1: Provide all documents explaining and describing the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

Request for Production 7-3-2: Provide all documents identifying and summarizing what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

Issue No. 7-4(A): What interest rate should apply for late payments?

Request for Production 7-4(A)-1: Provide all identifying the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement.

Issue No. 7-4(B): What fee should be assessed for returned checks?

Request for Production 7-4(B)-1: Provide all documents identifying, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

Issue No. 7-7: How many months of billing should be used to determine the maximum amount of the deposit?

Request for Production 7-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC.

Request for Production 7-7-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing.

Issue No. 7-8: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

Request for Production 7-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs.

Request for Production 7-8-2: Provide all documents stating the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs.

Issue No. 7-11: Under what conditions may BellSouth seek additional security deposit from CLEC?

Request for Production 7-11-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC.

Request for Production 7-11-2: Provide all documents identifying and explaining the “material change in circumstances” to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

BFR/NBR – ATTACHMENT 11

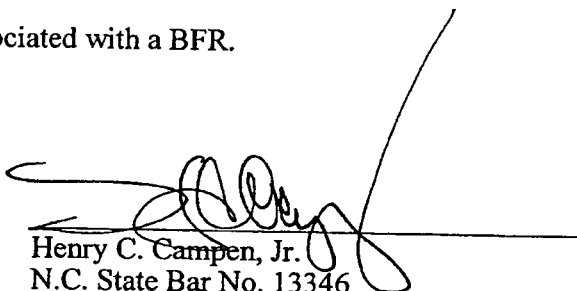
Issue 11-1(A): Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

Request for Production 11-1(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR.

Issue 11-1(B): If so, how should these costs be recovered?

Request for Production 11-1(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR.

This the 13th day of April, 2004.



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Counsel for the Joint Petitioners

CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have, on this 13th day of April, 2004, caused to be served upon the following individuals, by hand delivery or electronic mail, a copy of the foregoing Joint Petitioner's First Set of Requests for Production Directed to BellSouth Telecommunications, Inc.:

By electronic mail:

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BellSouth Telecommunications, Inc.
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Phillip J. Carver
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By hand-delivery:

Linda Cheatham
BellSouth Telecommunications, Inc.
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Raleigh, NC 27601



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FILED

APR 14 2004

Clerk's Office
N.C. Utilities Commission

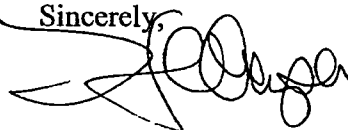
**Re: Docket Nos. P-772, Sub 8; P-913, Sub 5; P-989, Sub 3; P-824, Sub 6; and,
P-1202, Sub 4**

Dear Ms. Thigpen:

Enclosed are an original and twenty-seven (27) copies of two errata regarding the Joint Petitioners' First Set of Interrogatories and First Set of Requests for Production filed late yesterday. The errata are on page 5 of both documents. In paragraph 1, the date by which responses are due has been corrected to May 4, 2004 rather than May 13, 2004. Please file the originals and return one (1) filed stamped copy of each to me via our courier.

Thank you for your assistance in this matter.

Sincerely,



Henry C. Campen, Jr.

HCC:ckc

Enclosures

cc: Edward L. Rankin, III (by electronic mail)
Phillip J. Carver (by electronic mail)

CHARLESTON, SC
CHARLOTTE, NC
COLUMBIA, SC
SPARTANBURG, SC

**BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION**

**Docket No. P-772, Sub 8
Docket No. P-913, Sub 5
Docket No. P-989, Sub 3
Docket No. P-824, Sub 6
Docket No. P-1202, Sub 4**

FILED

APR 14 2004

Clerk's Office
N.C. Utilities Commission

In the Matter of)	
)	*ERRATUM*
Joint Petition NewSouth Communications)	JOINT PETITIONERS'
Corp. <u>et al</u> for Arbitration with)	FIRST SET OF INTERROGATORIES
BellSouth Telecommunications, Inc.)	DIRECTED TO BELL SOUTH
		TELECOMMUNICATIONS, INC.

**NewSouth Communications Corp., NuVox Communications, Inc.,
KMC Telecom V, Inc. and KMC Telecom III LLC, and Xspedius Communications,
LLC, on behalf of itself and its operating subsidiaries in North Carolina, (collectively,
"Joint Petitioners"), through their undersigned counsel, hereby requests pursuant to N.C.
Gen. Stat. § 1A-1, Rules 26 and 33 that BellSouth Telecommunications, Inc.
("BellSouth") respond to the following Interrogatories in the manner and within the
timeframe prescribed by the North Carolina Utilities Commission.**

1. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part, USTA v. FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).

2. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

3. The following Interrogatories should be answered separately, fully, to the best of BellSouth's ability, and must be served on or before May 4, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
jheitmann@kelleydrye.com
sjoyce@kelleydrye.com
hhendrickson@kelleydrye.com

Henry C. Campen, Jr.
Parker Poe Adams & Bernstein LLP
Wachovia Capitol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Telephone: (919) 890-4145
henrycampen@parkerpoe.com

4. Each of the following Interrogatories is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Interrogatories, BellSouth shall amend and/or supplement its answers to such Interrogatories promptly, and sufficiently in advance of any hearing on this matter before the Commission.

5. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Interrogatories according to the issues list

CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have, on this 14th day of April, 2004, caused to be served upon the following individuals, by hand delivery or electronic mail, a copy of the foregoing *Erratum* Joint Petitioners' First Set of Interrogatories Directed to BellSouth Telecommunications, Inc.:

By electronic mail:

Edward L. Rankin III
BellSouth Telecommunications, Inc.
1521 BellSouth Plaza
Post Office Box 30188
Charlotte, NC 28230
edward.rankin@bellsouth.com

Phillip J. Carver
BellSouth Telecommunications, Inc.
4300 BellSouth Center
675 West Peachtree Street NE
Atlanta, GA 30375-0001
j.carver@bellsouth.com


Henry C. Campen, Jr.

BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION

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Docket No. P-1202, Sub 4

APR 14 2004

Clerk's Office
N.C. Utilities Commission

In the Matter of

Joint Petition NewSouth Communications
Corp. et al for Arbitration with
BellSouth Telecommunications, Inc.

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ERRATUM
JOINT PETITIONERS'
FIRST SET OF REQUESTS FOR
PRODUCTION DIRECTED TO
BELLSOUTH
TELECOMMUNICATIONS, INC.

NewSouth Communications Corp., NuVox Communications, Inc.,
KMC Telecom V, Inc. and KMC Telecom III LLC, and Xspedius Communications,
LLC, on behalf of itself and its operating subsidiaries in North Carolina, (collectively,
"Joint Petitioners"), through their undersigned counsel, hereby requests that BellSouth
Telecommunications, Inc. ("BellSouth") respond to the following Requests for
Production ("Requests") in the manner and within the timeframe prescribed by the North
Carolina Utilities Commission.

STATEMENT OF NECESSITY

The following Requests seek discovery that is necessary for Joint Petitioners to
present their case thoroughly and effectively to the Commission. Much of the relevant
information regarding the issues to be resolved lies within BellSouth's possession. Such
information must be provided to Joint Petitioners in order for them to have a fair
opportunity to fully address the issues that the Commission must resolve.

DEFINITIONS

For the purposes of these Requests, the following definitions shall apply.

INSTRUCTIONS

1. The following Requests should be answered separately, fully, to the best of BellSouth's ability, and all responsive documents must be served on or before May 4, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
jheitmann@kelleydrye.com
sjoyce@kelleydrye.com
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Telephone: (919) 890-4145
henrycampen@parkerpoe.com

2. Each of the following Requests is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Requests, BellSouth shall amend and/or supplement its answers to such Requests promptly, and sufficiently in advance of any hearing on this matter before the Commission.

3. Each of the following Requests seek all responsive documents that are within BellSouth's possession, custody, or control.

4. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Requests according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these requests are not included. Issues for which no Requests are propounded are not listed.

5. Where you are requested to produce an Interconnection Agreement ("ICA"), please provide all such documents unless they are publicly accessible via the BellSouth website.

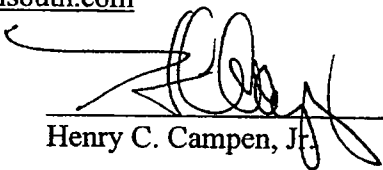
CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have, on this 14th day of April, 2004, caused to be served upon the following individuals, by hand delivery or electronic mail, a copy of the foregoing *Erratum* Joint Petitioner's First Set of Requests for Production Directed to BellSouth Telecommunications, Inc.:

By electronic mail:

Edward L. Rankin III
BellSouth Telecommunications, Inc.
1521 BellSouth Plaza
Post Office Box 30188
Charlotte, NC 28230
edward.rankin@bellsouth.com

Phillip J. Carver
BellSouth Telecommunications, Inc.
4300 BellSouth Center
675 West Peachtree Street NE
Atlanta, GA 30375-0001
j.carver@bellsouth.com



Henry C. Campen, Jr.

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In the Matter of)	
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Joint Petition NewSouth Communications)	
Corp. <u>et al</u> for Arbitration with)	
BellSouth Telecommunications, Inc.)	
		JOINT PETITIONERS' FIRST SET OF REQUESTS FOR PRODUCTION DIRECTED TO BELLSOUTH TELECOMMUNICATIONS, INC.

NewSouth Communications Corp., NuVox Communications, Inc., KMC
Telecom V, Inc. and KMC Telecom III LLC, and Xspedius Communications, LLC, on
behalf of itself and its operating subsidiaries in North Carolina, (collectively, "Joint Petitioners"),
through their undersigned counsel, hereby requests that BellSouth Telecommunications, Inc.
("BellSouth") respond to the following Requests for Production ("Requests") in the manner and
within the timeframe prescribed by the North Carolina Utilities Commission.

STATEMENT OF NECESSITY

The following Requests seek discovery that is necessary for Joint Petitioners to present
their case thoroughly and effectively to the Commission. Much of the relevant information
regarding the issues to be resolved lies within BellSouth's possession. Such information must be
provided to Joint Petitioners in order for them to have a fair opportunity to fully address the
issues that the Commission must resolve.

DEFINITIONS

For the purposes of these Requests, the following definitions shall apply:

1. "Documents" is used in the broadest sense and includes all tangible things that record or contain information, and that are in BellSouth's possession, custody or control, regardless of who prepared, signed or retained them. "Documents" includes both the original and any copy or draft, and all copies which contain any notation not on the original. Examples of "documents" include, but are not limited to, handwritten, typed or printed papers, handwritten notations, office notes, calendar entries, diaries, notes of telephone conversations, photographs, reports, receipts, invoices, memoranda, written correspondence, electronic or e-mail correspondence (including attachments), faxes, invoices, manuals, technical writings, message logs, call logs, meeting minutes, ledger entries, and computer printouts, cards, tapes, disks, and other means of electronically or magnetically maintained information.

2. "Identify" means (1) when used with reference to a natural person, give the person's full name, business or residence address, business or residence telephone numbers, occupation and employer, and title; (2) when used with reference to an entity, give the entity's full name, principal place of business, address and telephone number, (3) when used with reference to a document, give the document's date, title, author, recipient, type (*e.g.*, letter, memorandum, note, etc.), name of the custodian of the document, the portion of the document responsive to the discovery item, and a description of the contents with sufficient specificity to be the basis for discovery; and (4) when used with reference to an action taken by an entity, identify the person(s) taking the action, describe the nature of the action, and give the date on which the action was taken. For any action identified pursuant to (4) involved a communication with another person, identify the person(s) with whom the actor(s) communicated; and, if the communication was through the use of a document, identify the document through which the communication was made.

3. "You" and "your" refer to BellSouth.
4. "BellSouth" refers to BellSouth Telecommunications, Inc., and all divisions, subsidiaries, parent(s), and affiliates thereof.
5. "CLEC" means Competitive Local Exchange Carrier.
6. "Persons" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.
7. "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories that which would not otherwise be brought within their scope.
8. "Petition" refers to the petition for arbitration under Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), filed by NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on February 11, 2004.
9. "BellSouth Guides" refers to BellSouth documents and publications referenced in the General Terms and Conditions and Attachments of the Agreement.
10. "Agreement" means the Interconnection Agreement being arbitrated in this proceeding.
11. "ICA" means "Interconnection Agreement," except the Agreement previously defined
12. "Commission" refers to the North Carolina Utilities Commission.
13. "FCC" refers to the Federal Communications Commission.
14. "CLEC" means a "competitive local exchange carrier."

15. "ILEC" means an "incumbent local exchange carrier" as defined in Section 252(h) of the Communications Act.
16. "LEC" means a "local exchange carrier," including but not limited to CLECs and ILECs.
17. "IXC" means an "interexchange carrier."
18. "Parties" means BellSouth and the Joint Petitioners, NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC.
19. "The Present" means the period ending the date you received these Interrogatories.
20. "1996 Act" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. § 151 *et seq.* (West 2001).
21. "TELRIC" means total element long run incremental cost, set forth in FCC Rules 47 C.F.R. §§ 51.501-51.515.
22. "Triennial Review Order" means the FCC order Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, Report and Order and Order on Remand, published at 68 Fed. Reg. 52276 (Sept. 2, 2003), *vacated and remanded in part*, *USTA v. FCC*, Case 00-1012 (D.C. Cir. Mar. 2, 2004).
23. All other capitalized terms not defined herein shall have the meaning assigned to them in the Agreement being arbitrated in this proceeding.

INSTRUCTIONS

1. The following Requests should be answered separately, fully, to the best of BellSouth's ability, and all responsive documents must be served on or before May 13, 2004 on Joint Petitioners' counsel at the following physical and electronic mail addresses:

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
jheitmann@kelleydrye.com
sjoyce@kelleydrye.com
hhendrickson@kelleydrye.com

Henry C. Campen, Jr.
Parker Poe Adams & Bernstein LLP
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150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Telephone: (919) 890-4145
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2. Each of the following Requests is intended to be continuing; in the event that at any later date BellSouth obtains any additional facts or documentation, or forms any conclusions, opinions or contentions that are different from those set forth in its answers to such Requests, BellSouth shall amend and/or supplement its answers to such Requests promptly, and sufficiently in advance of any hearing on this matter before the Commission.

3. Each of the following Requests seek all responsive documents that are within BellSouth's possession, custody, or control.

4. For ease of Commission review, and to facilitate BellSouth's responses, Joint Petitioners have organized these Requests according to the issues list contained in the arbitration issues matrix attached to the Petition. Issues that have been resolved or referred to the Commission's "generic" proceedings as of the filing date of these requests are not included. Issues for which no Requests are propounded are not listed.

5. Where you are requested to produce an Interconnection Agreement ("ICA"), please provide all such documents unless they are publicly accessible via the BellSouth website.

Please identify all responsive ICAs so available and provide the Internet location (URL) at which they may be accessed.

6. Please label each response and/or set of documents clearly as to the Request to which it responds.

7. If you maintain that any document or record which refers to or relates to anything about which these Requests ask or that would be responsive to any of the Requests has been destroyed, set forth the content of said document, the location of any copies of said document, the date and circumstances of said destruction, and the name of the person who ordered or authorized such destruction.

8. If you cannot answer a Request in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of an Request, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible. If you object to any part of Request, answer all parts of the Request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

9. Where the data requested, including but not limited to cost studies and related information, is or can be made available on diskette, please provide the documentation on diskette and indicate what the format in which the data reside.

10. If any document is withheld under a claim of privilege, please create and produce, contemporaneous with your responses, a privilege log that identifies the respective Request, describes the responsive document without revealing the asserted privileged information, identify all persons who authored or received the information, and provide a statement of the basis upon which the claim of privilege is based.

11. When the information requested by a Request varies over time, state the response for each period from time as to which the response differs, and identify the time periods.

12. Unless otherwise indicated the relevant period of each Request is the period beginning February 8, 1996 to the present.

13. All Issue Statements, as stated by Petitioners, have been provided for definitional purposes only. All terms appearing in Requests must be construed in accordance with their use within the respective Issue Statements and corresponding Position Statements as provided by the parties in their Issues Matrix submissions. No BellSouth response will be deemed by Joint Petitioners as a concession as to the appropriateness of Joint Petitioners' Issue Statement language.

14. Unless otherwise indicated, the information sought in these Requests relates to BellSouth's operations in North Carolina.

REQUESTS FOR PRODUCTION

GENERAL TERMS AND CONDITIONS

Issue No. G-2: How should "End User" be defined?

Request for Production G-2-1: Provide all documents in which BellSouth defines, discusses or agrees to the definition of the term "End User."

Issue No. G-3: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

Request for Production G-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue.

Request for Production G-3-2: Provide all documents regarding circumstances of which you are aware that BellSouth incurred, or caused, unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.

Issue No. G-4: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

Request for Production G-4-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding limitation of liability in circumstances other than gross negligence or willful misconduct.

Request for Production G-4-2: Provide all ICA documents regarding limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement.

Issue No. G-5: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

Request for Production G-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts.

Request for Production G-5-2: Provide all ICA documents that states that the contracting CLEC is not required to include liability-limiting terms in its tariffs and End User contracts and does not require that CLEC to indemnify BellSouth for End User claims

Issue No. G-7: What should the indemnification obligations of the parties be under this Agreement?

Request for Production G-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth indemnification obligations under an Interconnection Agreement.

Request for Production G-7-2: Provide all ICA documents regarding indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement.

Issue No. G-8: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

Request for Production G-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service marks, logo and/or trademarks.

Request for Production G-8-2: Provide all ICA documents regarding BellSouth's use of the contracting CLEC's name, service marks, logo and/or trademarks.

Issue No. G-9: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

Request for Production G-9-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law.

Request for Production G-9-2: Provide all documents that identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

Issue No. G-12: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?

Request for Production G-12-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA.

NETWORK ELEMENTS (ATTACHMENT 2)

Issue No. 2-4(B): In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

Request for Production 2-4(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services.

Request for Production 2-4(B)-2: Provide all documents regarding the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-5(C): What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

Request for Production 2-5(C)-1: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit from UNEs or Combinations to Other Services or BellSouth tariffed access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-2: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires re-termination.

Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-3: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Request for Production 2-5(C)-4: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-7: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

Request for Production 2-7-1: Provide all documents that identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Request for Production 2-7-2: Provide all documents regarding Routine Network Modifications that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-10: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

Request for Production 2-10-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services.

Request for Production 2-10-2: Provide all documents that explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

Issue No. 2-12: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?

Request for Production 2-12-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops.

Request for Production 2-12-2: Provide all documents that state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and/or name applied to such facilities.

Issue No. 2-13: Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?

Request for Production 2-13-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to

unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop.

Issue No. 2-15: Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

Request for Production 2-15-1: Provide all documents regarding the proportion (as a percentage) of BellSouth loops that are Fiber-to-the Home Loops.

Request for Production 2-15-2: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between February 8, 1996 and October 2, 2003.

Request for Production 2-15-3: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home loops that were deployed between October 2, 2003 and the Present.

Issue No. 2-18(B): What should BellSouth's obligations be with respect to line conditioning?

Request for Production 2-18(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R. 51.319(a)(1)(iii).

Issue No. 2-19: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

Request for Production No. 2-19-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet.

Issue No. 2-20: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

Request for Production 2-20-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops.

Request for Production 2-20-2: Provide all documents regarding the identification and amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (*e.g.*, a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 2-21(A): Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?

Request for Production 2-21(A)-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning.

Issue No. 2-22: Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

Request for Production 2-22-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached.

Issue No. 2-23(C): Should the obligation to provide access to UNTW be limited to existing UNTW?

Request for Production 2-23(C)-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy for installing new UNTW or network terminating wire for itself.

Issue No. 2-23(D): Should CLECs have to agree to language that requires them to “ensure” that a customer that has asked to switch service to CLEC is already no longer using another carrier’s service on that pair — or — will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?

Request for Production 2-23(D)-1: Provide all documents regarding the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.

Issue No. 2-24: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

Request for Production 2-24-1: Provide all documents regarding BellSouth’s policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

Issue No. 2-25: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

Request for Production 2-25-1: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop controlled by another carrier.

Request for Production 2-25-2: Provide all documents in which BellSouth discusses, explains, or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier.

Issue No. 2-28(A): In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?

Request for Production 2-28(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-28(B): Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?

Request for Production 2-28(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth.

Issue No. 2-31: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?

Request for Production 2-31-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high capacity EEL and the time period in which it will do so.

Issue No. 2-33(A): How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

Request for Production 2-33(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria.

Issue No. 2-37: What terms should govern CLEC access to test and splice Dark Fiber Transport?

Request for Production 2-37-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing.

Request for Production 2-37-2: Provide all documents regarding BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

Issue No. 2-38: Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

Request for Production 2-38-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act.

Issue No. 2-39: Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?

Request for Production 2-39-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier.

Request for Production 2-39-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contains the relevant provisions.

Request for Production 2-39-3: Provide all documents which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier.

Issue No. 2-40: Should LIDB charges be subject to application of jurisdictional factors?

Request for Production 2-40-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors.

Issue No. 2-41: What terms should govern BellSouth's obligation to provide access to OSS?

Request for Production 2-41-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs.

Request for Production 2-41-2: Provide all documents regarding any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

Request for Production 2-41-3: Provide all documents regarding every type of information about a loop that BellSouth can obtain for itself.

INTERCONNECTION (ATTACHMENT 3)

Issue No. 3-1: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

Request for Production 3-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center.

Issue No. 3-2(A): What is the definition of a global outage?

Request for Production 3-2(A)-1: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage."

Issue No. 3-2(B): Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

Request for Production 3-2(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage.

Request for Production 3-2(B)-3: Provide all documents regarding the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.

Issue No. 3-2(C)(1): What target interval should apply for the delivery of such reports?

Request for Production 3-2(C)(1)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a trunk group outage.

Issue No. 3-2(C)(2): What target interval should apply for reports related to global outages?

Request for Production 3-2(C)(2)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide a written root cause analysis report in the event of a global outage.

Issue No. 3-3: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

Request for Production 3-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe.

Issue No. 3-4: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

Request for Production 3-4-1: Provide all documents in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic.

Issue No. 3-5: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

Request for Production 3-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party.

Issue No. 3-6: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

Request for Production 3-6-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem

Intermediary Charge (“TIC”) for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge (“TIC”) for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.

Request for Production 3-6-3: Provide all documents regarding each distinct TIC rate charged by BellSouth to interconnecting carriers.

Request for Production 3-6-4: Provide all documents regarding the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover.

Request for Production 3-6-5: Provide all documents regarding the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement that is attributable to unduplicated cost recovery and that which represents profit.

Issue No. 3-7: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

Request for Production 3-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-2 Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the information that a CLEC must provide in order to

receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

Request for Production 3-7-3: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability.

Issue No. 3-10(A): Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

Request for Production 3-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier.

Issue No. 3-10(B): What should those rates be?

Request for Production 3-10(B)-1: Provide all documents identifying and stating the amount of all costs that BellSouth incurs, or would incur, in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 3-11: Should Section 251(c)(2) interconnection (i.e., interconnection at TELRIC rates) be limited to the percentage of facilities used for "local" traffic?

Request for Production 3-11-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether cost-based interconnection is or should be limited to the percentage of facilities used for local traffic.

Request for Production 3-11-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether facilities used for toll traffic are offered or should be offered at TELRIC rates.

Issue No. 3-12: What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

Request for Production 3-12-1: Provide all documents identifying any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.

Issue No. 3-13: Should the costs of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

Request for Production 3-13-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned.

Request for Production 3-13-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC.

COLLOCATION – ATTACHMENT 4

Issue No. 4-1: What definition of “Cross Connect” should be included in the Agreement?

Request for Production 4-1-1: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term “Cross Connect.”

Request for Production 4-1-2: Provide all documents identifying facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered “Cross Connects,” under BellSouth’s proposed definition, and state the rate applicable to each such facility.

Issue No. 4-2: With respect to interference and impairment issues raised outside of the scope of FCC Rule 51.233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?

Request for Production 4-2-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233.

Issue No. 4-3: Where grandfathering is appropriate, which rates should apply?

Request for Production 4-3-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements.

Issue No. 4-5: Should CLEC be required to pay space preparation fees and charges with respect to collocations when it already has paid space preparation charges through ICB or NRC pricing?

Request for Production No. 4-5-1: Provide all documents explaining or referring to a policy that CLECs must pay monthly recurring space preparation or floor space fees and charges, or any portion thereof, regardless of whether the CLEC paid charges through ICB or NRC pricing.

Issue No. 4-6: What rates should apply for BellSouth-supplied DC power?

Request for Production 4-6-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power.

Request for Production 4-6-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power.

Issue No. 4-7: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Request for Production 4-7-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

Issue No. 4-8(A): Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

Request for Production 4-8(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges.

Issue No. 4-8(B): If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

Request for Production 4-8(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power.

Request for Production 4-8(B)-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the non-recurring charges are or should be applied to CLECs for power under power usage metering arrangements.

Request for Production 4-8(B)-3: Provide all documents regarding the manner in which BellSouth apportions the costs of provisioning DC power into infrastructure related and non-infrastructure related categories or recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 4-9: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?

Request for Production 4-9-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power.

Issue No. 4-10(A): Should BellSouth have the right to request the removal from BellSouth's premises of a CLEC employee where the CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carriers in a significant and material way?

Request for Production 4-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it may remove, cause to be removed, or bar a CLEC employee from its premises.

Request for Production 4-10(A)-2: Provide all documents identifying and describing (including the date, location and precipitating event) all instances in which BellSouth has removed, caused to be removed, or barred a CLEC employee from its premises, and state the length of time for which this decision was enforced. The name of the CLEC or its employee may be omitted from your response.

Request for Production 4-10(A)-3: Provide all documents identifying and explaining all circumstances under which, or reasons that, BellSouth will bar an employee of its own from working in areas of a serving wire center where CLEC equipment is housed.

Request for Production 4-10(A)-4: Provide all documents identifying and explaining all circumstances under which, or reasons that, BellSouth will remove or bar an employee of its own from working its premises.

PREORDERING, ORDERING, PROVISIONING AND MAINTENANCE –

ATTACHMENT 6

Issue No. 6-1: Should payment history be included in the CSR?

Request for Production 6-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs.

Issue No. 6-3(A): What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

Request for Production 6-3(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information.

Issue No. 6-4: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

Request for Production 6-4-1: Provide all documents identifying all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

Request for Production 6-4-2: Provide all documents identifying all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

Issue No. 6-5: What rate should apply for Service Date Advancement (a/k/a service expedites)?

Request for Production 6-5-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs.

Request for Production 6-5-2: Provide all documents identifying and stating the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or “service expedite”). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 6-8: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

Request for Production 6-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems.

Request for Production 6-8-2: Provide all documents identifying and explaining all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

Issue No. 6-9: Should charges for substantially similar OSS functions performed by the parties be reciprocal?

Request for Production 6-9-1: Provide all documents identifying and explaining all orders and requests (*e.g.*, requests for Customer Service Records and requests to switch over or “port” a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.

Issue No. 6-10(A): Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

Request for Production 6-10(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a

customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance.

Request for Production 6-10(A)-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier.

Request for Production 6-10(A)-3: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind.

Issue No. 6-11(A): Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

Request for Production 6-11(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself.

Request for Production 6-11(A)-2: Provide all documents identifying and describing all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.

Request for Production 6-11(A)-3: Provide all identifying and summarizing (including the date, location, precipitating event, and any resolution or disposition) all instances in which

BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.

Issue 6-11(B): If so, what rates should apply?

Request for Production 6-11(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet.

Issue 6-11(C): What should be the interval for such mass migrations of services?

Request for Production 6-11(C)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC.

BILLING – ATTACHMENT 7

Issue No. 7-1: Should there be a time limit on the parties' ability to engage in backbilling?

Request for Production 7-1-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement.

Issue No. 7-2(A): What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

Request for Production 7-2(A)-1 Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(A)-2: Provide all documents identifying and stating the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

Issue No. 7-2(B): What intervals should apply to such changes?

Request for Production 7-2(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Request for Production 7-2(B)-2: Provide all documents identifying the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

Issue No. 7-3: When should payment of charges for service be due?

Request for Production 7-3-1: Provide all documents explaining and describing the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

Request for Production 7-3-2: Provide all documents identifying and summarizing what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

Issue No. 7-4(A): What interest rate should apply for late payments?

Request for Production 7-4(A)-1: Provide all identifying the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement.

Issue No. 7-4(B): What fee should be assessed for returned checks?

Request for Production 7-4(B)-1: Provide all documents identifying, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

Issue No. 7-7: How many months of billing should be used to determine the maximum amount of the deposit?

Request for Production 7-7-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC.

Request for Production 7-7-2: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing.

Issue No. 7-8: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

Request for Production 7-8-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs.

Request for Production 7-8-2: Provide all documents stating the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs.

Issue No. 7-11: Under what conditions may BellSouth seek additional security deposit from CLEC?

Request for Production 7-11-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC.

Request for Production 7-11-2: Provide all documents identifying and explaining the “material change in circumstances” to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

BFR/NBR – ATTACHMENT 11

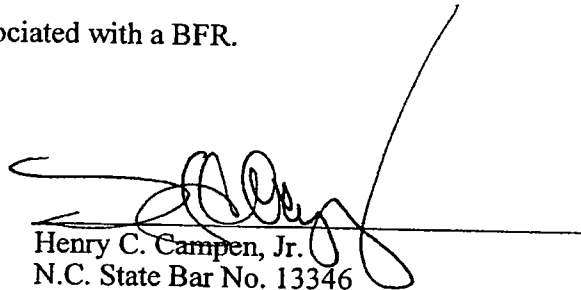
Issue 11-1(A): Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

Request for Production 11-1(A)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR.

Issue 11-1(B): If so, how should these costs be recovered?

Request for Production 11-1(B)-1: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR.

This the 13th day of April, 2004.



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CERTIFICATE OF SERVICE

I, Henry C. Campen, Jr., do hereby certify that I have, on this 13th day of April, 2004, caused to be served upon the following individuals, by hand delivery or electronic mail, a copy of the foregoing Joint Petitioner's First Set of Requests for Production Directed to BellSouth Telecommunications, Inc.:

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